

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

October 13, 2004

**CHANGE NOTICE NO. 30
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Cingular Wireless Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178 (012)
		BUYER/CA (517) 335-0462 Christine Mitchell, CPPB
Contract Compliance Inspector: Tom Fogle Cellular Service & Equipment – Cingular - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2006		
TERMS Net 30		SHIPMENT As Required
F.O.B. Deliver/Install		SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per Vendor contact (Bob Ziola) dated 9/16/04 and Agency contact (Andrea Post) dated 10/7/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$860,000.00

Cingular Wireless 2004

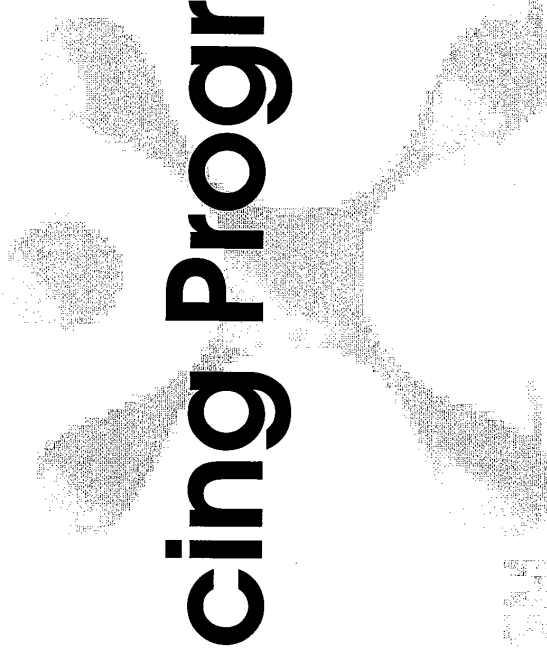
Presented to :

State of Michigan

Managed Service Program

- Provide Single Point of Contact "SPOC"
 - Robert A. Ziola
Key Account Manager
248.737.6737
 - Sue Allen
Corporate Care Representative
248.737.9795
- Local Customer Care and Technical Support
 - Cingular Corporate Sales Group has a Team in place that will assist the State of Michigan daily with requests including Billing, Equipment Ordering, Network, Employee Discount Programs, Technical Assistance.
- Local Fulfillment Coordinator
 - Sue Allen will coordinate ordering of all equipment and accessory's for the State of Michigan. Phones and Accessories will be shipped directly to State of Michigan departments.

Pricing Programs



Cingular Region B2B Plans

Price	\$ 42	\$52	\$72	\$102
Discounted Price – 1 Yr.	\$ 37.80	\$ 46.80	\$ 64.80	\$ 91.80
Package MOUs	675	975	1350	2500
Overage Rate	\$0.45	\$0.40	\$0.35	\$0.35
Included Enhanced M2M	1000	1000	1000	1000
Included N&W	500	500	500	500
Rollover	No	No	No	No
Waived Activation	Yes	Yes	Yes	Yes

Cingular Nation B2B Plans

Price	\$42	\$52	\$72	\$102	\$152	\$202	\$252
Discounted Price – 1 Yr.	\$ 37.80	\$ 46.80	\$ 64.80	\$ 91.80	\$ 136.80	\$ 181.80	\$ 226.80
Package MOUs	550	750	1200	2100	3150	4200	6300
Overage Rate	\$0.45	\$0.40	\$0.35	\$0.25	\$0.15	\$0.10	\$0.07
Included Enhanced M2M	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Included N&W	1000	1000	1000	1000	1000	1000	1000
Rollover	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Waived Activation	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Cingular North America Rate Plans

Overview :

Cingular North America is a new set of GSM rate plans, which offer long distance and roaming to Canada and Mexico in addition to the GSM Nation footprint in the United States.

- Home coverage area that stretches beyond the U.S., to include Canada and Mexico !
- No Roaming or Long Distance !
- GSM coverage across the 50 U.S. States, Puerto Rico and U.S. Virgin Islands plus Canada and Mexico !
- Rollover on ALL plans !
- Includes 1,000 Night and Weekend Minutes !

Cingular North America Plans				
Monthly Access	\$59.99	\$69.99	\$99.99	\$149.99
Anytime Minutes	450 Rollover	850 Rollover	1700 Rollover	2700 Rollover
Included Nights and Weekend Minutes	1000 Night and Weekend Minutes			
Additional Minutes	\$.45 per min	\$.39 per min	\$.35 per min	\$.35 per min
INCLUDED FEATURES: No Long Distance in U.S., Canada and Mexico; Caller ID; Call Forwarding; Text Messaging (\$.10/message); Voice Mail; and Detail Billing. *Available Upon Request				

State of Michigan Employee Discounted Plans

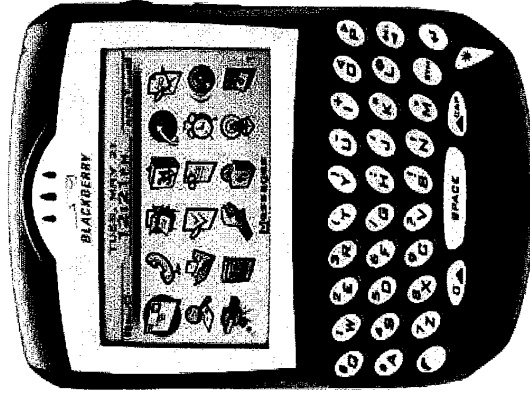
Cingular Nation GSM Plans		\$29.99	\$39.99	\$49.99	\$59.99	\$69.99	\$79.99	\$89.99	\$99.99	\$109.99	\$119.99	\$129.99
Anytime Minutes	250	450	600	850	1250	2000	3000	4000	6000	Relover		
Included Mobile to Mobile Minutes										FREE Nationwide Calling to Cingular Customers		
Included Night & Weekend Minutes	1000	5000								FREE Nationwide Night and Weekend Minutes		
Additional Minutes	45¢ per min	45¢ per min	40¢ per min	35¢ per min	30¢ per min	21¢ per min	15¢ per min	10¢ per min	7¢ per min			

STATE OF MICHIGAN EMPLOYEE'S RECEIVE A 10% DISCOUNT ON ALL NATION PLANS !
20% DISCOUNT ON ALL ACCESSORIES !

Special Offer – Family Talk Promotion / \$ 9.99 per additional line on Nation \$ 59.99 or higher plans !!!
Discount not applicable on these plans.

State of Michigan Employee Offer valid thru B2B Corporate Group Only. Orders processed thru Cingular
Retail stores or Agents will not be eligible for discounts.

RIM 7280 Data Plans



- **Voice Rate Plans**
 - All B2B GSM plans
- **Blackberry over GPRS Voice Add On**
 - \$26.99 per month/3MB
 - \$40.49 per month/Unlimited
- **Blackberry over GPRS Stand Alone**
 - \$31.49 per month/3MB
 - \$44.99 per month/Unlimited
- **Blackberry Expanded Mailbox**
 - For use with Blackberry Web Client
 - \$1.99 per month/25MB mailbox
 - \$3.99 per month/50MB mailbox
 - \$5.99 per month/100MB mailbox

\$ 199.00 – GPRS Data Only – Stand Alone

\$ 149.00 – GPRS Data w / Voice Add On

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

September 2, 2004

**CHANGE NOTICE NO. 29
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Cingular Wireless Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178 (012)
		BUYER/CA (517) 335-0462 Christine Mitchell, CPPB
Contract Compliance Inspector: Tom Fogle		
Cellular Service & Equipment – Cingular - Statewide		
CONTRACT PERIOD		From: October 23, 1995 To: August 1, 2006
TERMS		SHIPMENT
Net 30		As Required
F.O.B.		SHIPPED FROM
Deliver/Install		N/A
MINIMUM DELIVERY REQUIREMENTS		
2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED for one year. The new contract ending date is August 1, 2006. Also, this contract is INCREASED by \$600,000.00 to allow for the ongoing provision of service.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per Vendor contact (Bob Ziola) dated 8/5/04 and Agency contact (John Kalaquin) dated 4/28/04.

INCREASE: \$600,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$860,000.00

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

August 11, 2004

**CHANGE NOTICE NO. 28
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Cingular Wireless Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178 (012)
		BUYER/CA (517) 335-0462 Christine Mitchell, CPPB
Contract Compliance Inspector: Tom Fogle Cellular Service & Equipment – Cingular - Statewide		
CONTRACT PERIOD		From: October 23, 1995 To: August 1, 2005
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED for one year. The new contract ending date is August 1, 2005.

Also, the attached is hereby included with this contract.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor request (Bob Ziola).

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

Special Discount for State of Michigan Employees and Family Members *



LG c1300
\$ Free *



SAMSUNG
X427

ALL PLANS INCLUDE:

Free Activation
Caller ID
Call Forwarding
3-Way Calling
Call Waiting
Voice Mail
Detailed Billing



NOKIA 3595
\$ 19.99



MOTOROLA
V400
\$ 99.99 *

MONTHLY ACCESS**									
Cingular Nation [®] GSM Plans	\$29 ⁹⁹	\$39 ⁹⁹	\$49 ⁹⁹	GREAT VALUE! \$59 ⁹⁹	\$79 ⁹⁹	\$99 ⁹⁹	\$149 ⁹⁹	\$199 ⁹⁹	\$249 ⁹⁹
Anytime Minutes	250	450 Rollover	600 Rollover	850 Rollover	1250 Rollover	2000 Rollover	3000 Rollover	4000 Rollover	6000 Rollover
Included Mobile to Mobile Minutes	—	FREE Nationwide Calling to Cingular Customers							
Included Night & Weekend Minutes	1000	5000	FREE Nationwide Night and Weekend Minutes						
Additional Minutes	45¢ per min	45¢ per min	40¢ per min	35¢ per min	30¢ per min	25¢ per min	16¢ per min	10¢ per min	7¢ per min
INCLUDED FEATURES: Nationwide Long Distance, Basic Voicemail, Caller ID, Call Forwarding, 3-Way Calling, Text Messaging (10¢ per message) and Wireless Internet Express (1¢ per kilobyte). Detailed Billing available upon request.									

STATE OF MICHIGAN EMPLOYEE'S RECEIVE A 10% DISCOUNT ON ALL NATION PLANS !
20% DISCOUNT ON ALL ACCESSORIES !

Special Offer – Family Talk Promotion / \$ 9.99 per additional line on Nation \$ 59.99 or higher plans !!!
Wireless Phone Insurance Available @ \$ 3.99 per Month !!!

For Details on a Full Range of Handsets and Accessories,
Contact Sue Allen @ 248.737.9795 or susan.allen@cingular.com
Or
Robert Ziola @ 248.737.6737 or robert.a.ziola@cingular.com

*Offer valid until September 4, 2004. Credit approval and activation on eligible Cingular calling plans required. Offer cannot be combined with any other special offers. **Discounts available on plans listed and must be activated under the Employee's name.** Minimum 2 year contract. Standard retail rates apply on all Family Talk Plans. * Discounted Equipment price after \$ 100.00 mail in rebate. See Wireless Service Agreement for additional conditions and restrictions. Also, see applicable brochure or visit www.cingular.com for terms applicable to rate plans and features. Cingular, Cingular Wireless and the graphic icon are trademarks or service marks of Cingular Wireless LLC. ©2002 Cingular Wireless LLC. All other trademarks and service marks herein are the property of their respective owners. ** Discounted Equipment Price after \$ 50.00 mail in rebate.

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

April 8, 2004

**CHANGE NOTICE NO. 27
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Cingular Wireless Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178 (012)
		BUYER (517) 335-0462 Christine Mitchell, CPPB
Contract Administrator: Tom Fogle Cellular Service & Equipment – Cingular - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2004		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no modifications in total contract value, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Bob Ziola) on 3/26/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

Managed Service Program

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“ New “ Cingular B2B Plans

Region (GSM)				
Price	\$ 42	\$52	\$72	\$102
Discounted Price – 1 Yr.	\$ 37.80	\$ 46.80	\$ 64.80	\$ 91.80
Package MOUs	675	975	1350	1900
Overage Rate	\$0.45	\$0.40	\$0.35	\$0.35
Included Enhanced M2M	1000	1000	1000	1000
Included N&W	500	500	500	500
Rollover	Yes	Yes	Yes	Yes
Waived Activation	Yes	Yes	Yes	Yes

“ New “ Cingular B2B Plans

Nation (GSM)							
Price	\$42	\$52	\$72	\$102	\$152	\$202	\$252
Discounted Price – 1 Yr.	\$ 37.80	\$ 46.80	\$ 64.80	\$ 91.80	\$ 136.80	\$ 181.80	\$ 226.80
Package MOUs	550	750	1200	1850	2750	3850	5000
Overage Rate	\$0.45	\$0.40	\$0.35	\$0.25	\$0.15	\$0.10	\$0.07
Included Enhanced M2M	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Included N&W	1000	1000	1000	1000	1000	1000	1000
Rollover	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Waived Activation	Yes	Yes	Yes	Yes	Yes	Yes	Yes

“ New “ Cingular B2B Plans

Cingular Nation (GALT)							
	\$35	\$45	\$55	\$75	\$100	\$125	\$150
Discounted Price – 1 Yr.	\$ 31.50	\$ 40.50	\$ 49.50	\$ 67.50	\$ 90.00	\$ 112.50	\$ 135.00
Package MOUs	200	400	500	800	1,200	1,500	2,000
Overage Rate	\$0.45	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.35
Free Expanded M2M	1000	1000	1000	1000	1000	1000	1000
Included N&W	No	No	No	No	No	No	No
Rollover?	No	Yes	Yes	Yes	Yes	Yes	Yes
Waived Activation?	Yes	Yes	Yes	Yes	Yes	Yes	Yes

“ New “ Cingular North America Rate Plans

Overview : Cingular North America is a new set of GSM rate plans, which offer long distance and roaming to Canada and Mexico in addition to the GSM Nation footprint in the United States.

- Home coverage area that stretches beyond the U.S., to include Canada and Mexico !
- No Roaming or Long Distance !
- GSM coverage across the 50 U.S. States, Puerto Rico and U.S. Virgin Islands plus Canada and Mexico !
- Rollover on ALL plans !
- Includes 1,000 Night and Weekend Minutes !

Cingular North America Plans				
Monthly Access	\$59.95	\$69.95	\$99.95	\$149.95
Anytime Minutes	400 Rollover	650 Rollover	1100 Rollover	1800 Rollover
Included Nights and Weekend Minutes	1000 Night and Weekend Minutes			
Additional Minutes	\$.45 per min	\$.39 per min	\$.39 per min	\$.35 per min
INCLUDED FEATURES: No Long Distance in U.S., Canada and Mexico, Caller ID, Call Forwarding, Text Messaging (\$.10/message), Voice Mail* and Detail Billing*. *Available Upon Request				

State of Michigan Employee Discounted Plans

Cingular Region GSM Plans	MONTHLY ACCESS**						Roaming Charge 75¢ per min Long Distance Included
	\$29 ⁹⁹ *	\$39 ⁹⁹	\$49 ⁹⁹	\$59 ⁹⁹	\$79 ⁹⁹	\$99 ⁹⁹	
Anytime Minutes	300	550 Rollover	750 Rollover	1000 Rollover	1350 Rollover	1800 Rollover	
Included Night & Weekend Minutes	1000	5000 Night and Weekend Minutes					
Additional Minutes	45¢ per min	45¢ per min	40¢ per min	35¢ per min	30¢ per min	25¢ per min	

Included Features: Nationwide Long Distance, Caller ID, Call Forwarding, 3-Way Calling, Call Waiting, Text Messaging (10¢ per message) and Wireless Internet Express (\$0.005 per kilobyte until 3/31/04, then \$0.01 per kilobyte). Voice Mail and Detailed Billing are available upon request.

Cingular Nation GSM Plans	MONTHLY ACCESS**								
	\$29 ⁹⁹	\$39 ⁹⁹	\$49 ⁹⁹	\$59 ⁹⁹	\$79 ⁹⁹	\$99 ⁹⁹	\$149 ⁹⁹	\$199 ⁹⁹	\$249 ⁹⁹
Anytime Minutes	250	450 Rollover	600 Rollover	850 Rollover	1250 Rollover	1700 Rollover	2500 Rollover	3500 Rollover	4500 Rollover
Included Night & Weekend Minutes	1000	5000 Nationwide Night and Weekend Minutes							
Included Mobile to Mobile Minutes	N/A	1000	5000 Nationwide Mobile to Mobile Minutes						
Additional Minutes	45¢ per min	45¢ per min	40¢ per min	35¢ per min	30¢ per min	25¢ per min	15¢ per min	10¢ per min	7¢ per min

INCLUDED FEATURES: Nationwide Long Distance, Caller ID, Call Forwarding, 3-Way Calling, Call Waiting, Text Messaging (10¢ per message), Voice Mail*, Detailed Billing* and Wireless Internet Express (\$0.005 per kilobyte until 3/31/04, then \$0.01 per kilobyte). *Available upon request.

^ State of Michigan Employee receive 10 % Discount on all Plans !!!!!!!!!!!

Monthly Access	Minutes Included	Overage (per minute)	Roaming (per minute)
\$ 100	1,700	\$.40	\$.69
\$ 150	3,000	\$.35	\$.69
\$ 225	4,500	\$.35	\$.69
\$ 325	6,500	\$.35	\$.69
\$ 400	8,000	\$.25	\$.69
\$ 600	12,000	\$.25	\$.69
\$ 880	17,600	\$.25	\$.69
\$ 1,000	20,000	\$.25	\$.69
\$ 1,400	28,000	\$.25	\$.69
\$ 2,000	40,000	\$.20	\$.69
\$ 3,000	60,000	\$.20	\$.69
\$ 4,000	80,000	\$.20	\$.69
\$ 6,000	120,000	\$.15	\$.69
\$ 8,000	160,000	\$.15	\$.69
\$ 12,000	240,000	\$.10	\$.69
\$ 16,000	320,000	\$.10	\$.69

- \$ 5. 00 Monthly Access Fee per additional Business line.
- State of Michigan can place as many Business lines in each Monthly Access level as it requires.
- Includes Long Distance when call originates in Super Home calling area.
- Roaming rates will apply when outside Super Home calling area.
- Features Include : Detailed Billing, Call Forwarding, Caller ID , Call Waiting, 3-Way Calling, Voice Mail.
- Requires all Business lines to use either GSM / GAIT Equipment / handset.

Nation Pooled Plans

Monthly Access Minutes Included Overage (per minute)

\$ 100	1,250	\$.40	
\$ 150	1,875	\$.35	
\$ 225	2,800	\$.35	
\$ 325	4,000	\$.35	
\$ 400	5,000	\$.35	
\$ 600	7,500	\$.35	
\$ 880	11,000	\$.35	
\$ 1,000	12,500	\$.35	
\$ 1,400	17,500	\$.25	
\$ 2,000	25,000	\$.25	
\$ 3,000	37,500	\$.25	
\$ 4,000	50,000	\$.20	
\$ 6,000	75,000	\$.20	
\$ 8,000	100,000	\$.20	
\$ 12,000	150,000	\$.15	
\$ 16,000	200,000	\$.15	

- \$ 5. 00 Monthly Access Fee per additional Business line.
- State of Michigan can place as many Business lines in each Monthly Access level as it requires.
- Includes Long Distance and Roaming.
- Features Include : Detailed Billing , Call Forwarding , Caller ID , Call Waiting , 3-Way Calling, Voice Mail.
- Requires all Business lines to use GSM Equipment / handsets.


Optional Features Available for Pooled Plans

Feature	Cost	Description
Enhanced Voice Mail	\$ 3.99 / month	In addition to the services available with Basic Voice Mail, Enhanced Voice mail saves up to 20 messages, for up to 10 days. Maximum message length is three minutes per message.
Handset Insurance	\$ 3.99 / month	Provides Protection against the full cost of a lost or stolen phone. Coverage includes the phone and standard battery and charger. Service provided by Lock/line.
Roadside Assistance	\$ 2.99 / month *	Available 24 hours a day , 7 days a week, 365 days a year. Includes towing service , battery service / jump start, flat tire assistance, fuel delivery (up to 3 gallons), lockout assistance, and key replacement.
		* First 60 days Free !
Voice Connect \$ 4.99		Voice Connect is a voice dialer that is the easiest, safest and most convenient method of connecting people – simply speak the name or number of the person you want to reach. Store and retrieve contact information for up to 100



GSM & GAIT HANDSETS

Multi – Network Phone



A silver Nokia 6340i mobile phone is shown vertically. The screen displays the time '10:38 AM' and the 'cingular' logo. Below the screen is a standard numeric keypad and a few function buttons. The phone is connected to a charging dock, which is represented by a white rectangular box with an orange border.

Nokia 6340i

Operations:

- GAIT handset operates on GSM 1900 MHz, TDMA 800/1900 MHz, and analog 800 MHz
- Weighs only 4.4 oz.
- Standard battery: up to 6 hours talk time; up to 25 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read high resolution illuminated display screen

Advanced Feature Capabilities:

- Wireless modem capability
- Send and receive data via infrared
- Wireless Internet (WAP 1.2.1)
- Synchronize phonebook, calendar, and to-do list
- Internal antenna
- Alarm clock with snooze
- 10 text message templates and 10 picture messages
- Predictive text input

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:


- Address book—up to 500 entries and 4 text fields per contact
- Calendar—up to 500 entries with monthly view
- To-do list—30 entries with priority levels

Convenient Features:

- Caller ID
- Call waiting
- Calculator with currency converter
- E-mail, text, and picture messages
- SilentVibe

\$ Free

GSM Phone



A silver Nokia 3595 mobile phone is shown vertically. The screen displays the Nokia logo and the model number 3595. Below the screen is a standard numeric keypad with a central navigation pad. The phone is connected to a white charging cable that leads to a white rectangular box below it.

Nokia 3595

Operations:

- Operates on GSM/GPRS 850/1900 MHz
- Weighs only 3.76 oz.
- Standard battery: up to 5.5 hours talk time; 10 days standby time

Display Features:

- Large color display with bright white LEDs: 96 x 65 pixels, up to 4,096 colors
- Signal strength indicator
- Battery power indicator

Advanced Feature Capabilities:

- Voice-activated dialing
- Wireless modem
- High-speed data transmission via GPRS
- Mobile Internet - WAP
- Download new Java games and applications
- Send and receive data via infrared compatible software
- Connect phone wirelessly to a compatible phone or PC
- Polyphonic (MIDI) ringtones
- Internal antenna
- Send/receive pictures and graphics
- Receive messages with image, sound, and text
- Predictive text input
- Preloaded wallpapers
- TTY/TDD (Telecommunication Device for the Deaf) compatibility with phone adapter

Safety and Security Features:

- Personal security code
- Keypad lock

Memory Features:


- Address book – up to 500 entries
- Calendar with up to 500 entries
- To-do list with up to 30 entries

Convenient Features:

- Caller ID
- Call waiting
- SilentVibe

\$ FREE

GSM Phone



A silver Sony Ericsson T226 mobile phone is shown vertically. The screen displays a 'Games' menu with various game icons. Below the screen is a navigation pad and a standard numeric keypad. The phone is connected to a white charging dock.

Sony Ericsson T226

Operations:

- Operates on GSM/GPRS 850/1800/1900 MHz
- Standard battery: up to 7.5 hours talk time; 310 hours standby time
- Lithium Polymer battery

Display Features:

- Menu themes
- Background images
- Screensavers
- Signal strength indicator
- Battery power indicator
- 9 Icon desktop
- Color screen - 512 colors

Advanced Feature Capabilities:

- Wireless Internet (WAP 2.0) with GPRS
- High speed data (HSCSD, up to 28.8 Kbps)
- Multimedia Messaging Service (MMS)
- Enhanced Messaging Service (EMS)
- Mobile chat
- Polyphonic ringtones
- Predictive text input
- Internal antenna
- Picture messaging
- SIM Application Toolkit
- Internal infrared connectivity to PC and phone-to-phone
- Voice memo
- Downloadable games

Memory Features:


- Address book - up to 500 entries
- Picture phonebook

Convenient Features:

- Message and voice mail waiting indicators
- SilentVibe
- Speed dial
- MobileWiz setup wizard
- Side volume keys

\$ FREE

GSM Phone



A silver LG 4010 GSM phone is shown in its clamshell form, with the keypad and screen visible. The phone is positioned on the left side of the advertisement.

LG 4010

Operations:

- Operates on GSM 850/1900 MHz
- Weighs only 2.9 oz.
- Standard battery: up to 2.5 hours digital talk time; up to 144 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Clock and date

Advanced Feature Capabilities:

- Clamshell form-factor
- High-speed Internet access via GPRS
- Polyphonic ringtones
- Text Messaging (SMS)
- Java support for application downloads
- 10 caller ID ringtones
- Synchronize phonebook, calendar, and to-do list
- Games
- Customizable wallpapers
- Screensavers

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book- up to 100 entries

Convenient Features:

- Caller ID
- Call waiting
- SilentVibe mode for meetings
- One-button dialing for up to 8 numbers

\$ FREE

GSM Phone

Motorola T720



Operations:

- Operates on GSM 850/1900 MHz
- Weighs only 3.2 oz.
- Standard battery: up to 2.8 hours digital talk time; up to 165 hours standby time
- RealTime™ battery gauge

Display Features:

- Stopwatch
- Timer
- 4096 color screen

Advanced Feature Capabilities:

- Internet Express capable (WAP/GPRS)
- Voice-activated dialing
- Text Messaging (SMS)
- 16 tone polyphonic speaker
- Downloadable games and ringtones
- Data Connect for use as a wireless modem
- Changeable front and back covers
- Java enabled

Safety and Security Features:

- Active flip answers and ends calls
- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book – up to 1000 entries
- High speed data capable via GPRS
- Easy last-10-number redial

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- Built-in vibrating alert
- Predictive text input

\$ 49.99

Cingular Wireless

Michigan/Ohio GSM Region 0204

Cingular Region Calling Area

- Anytime Minutes apply.
- Night and Weekend Calling Package Minutes apply.
- Mobile to Mobile Calling Package Minutes apply.
- No roaming airline charges.

Future Coverage Area

No Service Area

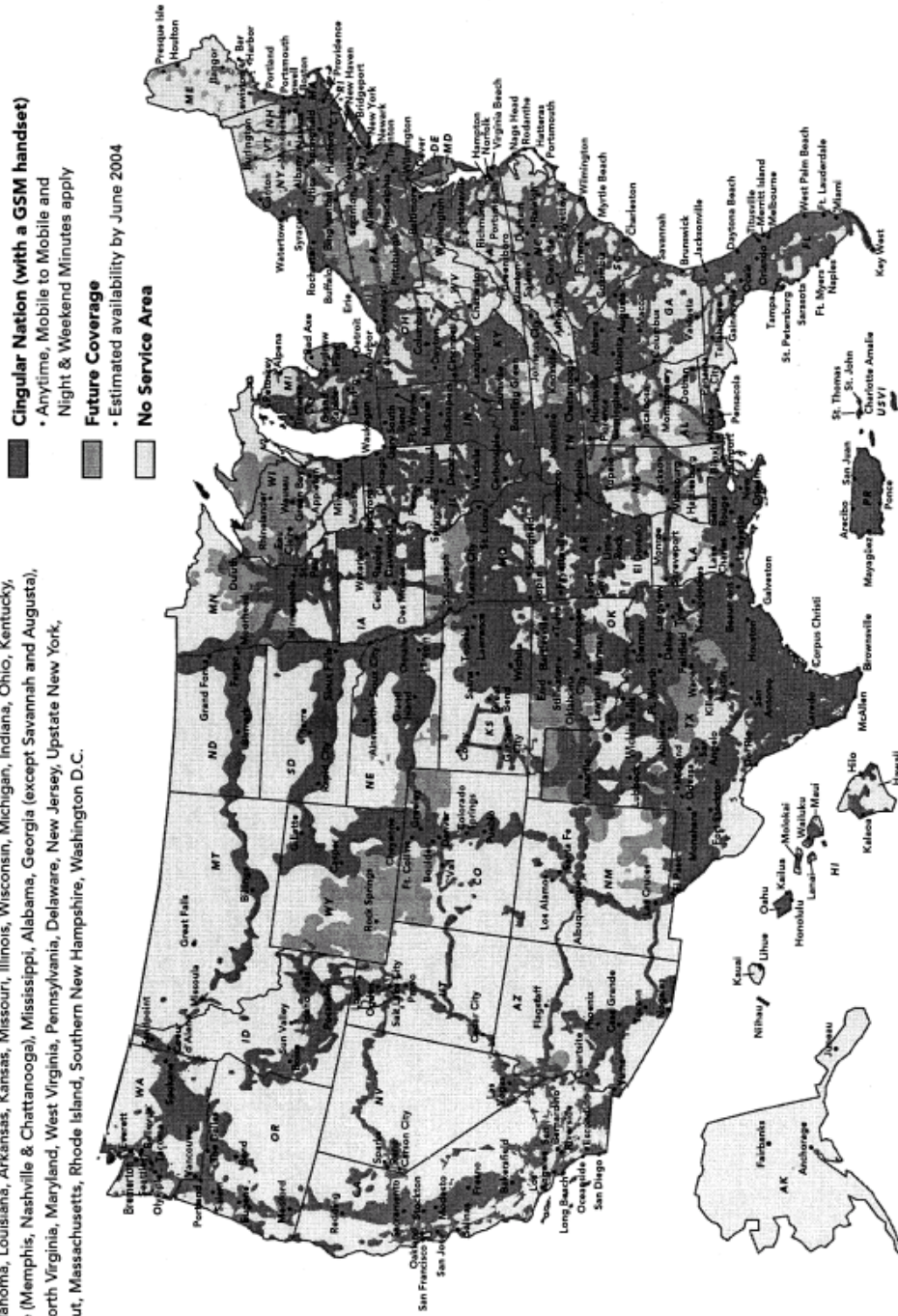


Cingular Wireless

Cingular Nation (with a GSM handset)

Map is applicable for the following markets:

Texas, Oklahoma, Louisiana, Arkansas, Kansas, Missouri, Illinois, Wisconsin, Michigan, Indiana, Ohio, Kentucky, Tennessee (Memphis, Nashville & Chattanooga), Alabama, Georgia (except Savannah and Augusta), Florida, North Virginia, Maryland, West Virginia, Pennsylvania, Delaware, New Jersey, Upstate New York, Connecticut, Massachusetts, Rhode Island, Southern New Hampshire, Washington D.C.



Map depicts an approximation of coverage. Map may include areas served by unaffiliated carriers, and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Cingular does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future Coverage based on current planning assumptions, but is subject to change and may not be relied upon.

File Name: CING_NATN_GSM_GEN_V1.pdf
Updated: 02/13/2004

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

March 31, 2004

**CHANGE NOTICE NO. 26
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Cingular Wireless Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178 (012)
		BUYER (517) 335-0462 Christine Mitchell, CPPB
Contract Administrator: Tom Fogle Cellular Service & Equipment – Cingular - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2004		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, the attached modified employee rate plans are hereby incorporated into this contract.

AUTHORITY/REASON:

Per vendor request (Bob Ziola) on 3/26/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

New State of Michigan Employee Offer



**NEVER PAY ROAMING OR
LONG DISTANCE**

**No Activation Fees!
1 Free Accessory!
10% off Accessories!**

It Just Keeps
Getting Better!



**ROLLOVER
MINUTES!!**

**Contact Sue Allen @ 248.737.9795
or**

susan.allen@cingular.com

Price							
Anytime Minutes	550	750	1200	1850	2750	3850	5000
Overage Rate	\$0.45	\$0.40	\$0.35	\$0.25	\$0.15	\$0.10	\$0.07
Included M2M	UN-LIMITED	UN-LIMITED	UN-LIMITED	UN-LIMITED	UN-LIMITED	UN-LIMITED	UN-LIMITED
Included N&W	1000	1000	1000	1000	1000	1000	1000
Rollover	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Waived Activation Fees	Yes	Yes	Yes	Yes	Yes	Yes	Yes



**FREE
Motorola T720
or
Samsung X427**



**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

October 23, 2003

**CHANGE NOTICE NO. 25
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Cingular Wireless Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178 (012)
		BUYER (517) 335-0462 Christine Mitchell, CPPB
Contract Administrator: Tom Fogle Cellular Service & Equipment – Cingular - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2004		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, Vendor Name has changed. Ameritech is now Cingular Wireless.
Vendor I.D. has not changed, HOWEVER, mail code has changed to 012.

AUTHORITY/REASON:

Per vendor and Acquisition Services (Christine Mitchell)

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

October 17, 2003

**CHANGE NOTICE NO. 24
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 335-0462 Christine Mitchell, CPPB
Contract Administrator: Tom Fogle Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2004		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, the attached items and pricing are hereby incorporated into this contract agreement with no modifications in terms and conditions.

AUTHORITY/REASON:

Per vendor and Acquisition Services (Christine Mitchell)

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

State of Michigan Employee's

Special Discounts for State of Michigan Employee's and Family Members

Cingular Monthly Access Plans The following rates reflect the member discounts

New
Expanded
Coverage!

Cingular Super Home		Rollover Minutes on Cingular Home plans \$35.99 and above						
		\$26.99	\$35.99	\$44.99	\$62.99	\$89.99	\$134.99	\$179.99
Anytime Minutes		300	600	900	1200	1700	2500	3500
Nights & Weekend Minutes		5000	5000	5000	5000	5000	5000	5000

INCLUDED FEATURES: Free Domestic Long Distance, Caller ID, Call Waiting, 3 Way Calling, Voice Mail, Message Waiting Indicator, and Interactive Messaging (\$0.10 per message)

New
Nation
Plans!

Cingular GSM Nation		Rollover minutes on Cingular Nation plans \$35.99 and above						
		\$26.99	\$35.99	\$44.99	\$62.99	\$89.99	\$134.99	\$179.99
Anytime Minutes		250	500	700	1000	1350	2000	3000
Nights & Weekend Minutes		5000	5000	5000	5000	5000	5000	5000

INCLUDED FEATURES: Nationwide Long Distance, Caller ID, Call Forwarding, 3-Way Calling, Call Waiting, Text Messaging (\$0.10 per message), Voice Mail and Detailed Billing.

Largest
National
Coverage
Area!

Cingular GAIT Nation		Rollover minutes on Cingular Nation plans \$ 40.50 and above.						
		\$31.50	\$40.50	\$49.50	\$67.50	\$90.00	\$112.50	\$135.00
Anytime Minutes		200	400	500	800	1200	1500	2000
Nights & Weekend Minutes		0	1000	5000	5000	5000	5000	5000

INCLUDED FEATURES: Free Domestic Long Distance, Free Roaming in the 50 States, Caller ID, Call Waiting, 3 Way Calling, Voice Mail, and Message Waiting Indicator



Siemens A56
FREE



Nokia 6340i
\$ 29.99



Siemens CT56
\$ 19.99



Motorola T720
\$ 49.99



Nokia 3590
FREE



Ericsson T62u
\$ 29.99



Ericsson T306
FREE

Please contact: Robert A. Ziola @ 248.737.6737
or robert.a.ziola@cingular.com
Family Talk Plans available ! Please call for Details !

Limited time offer. Credit approval and activation on eligible Cingular calling plans required. Offer cannot be combined with any other special offers. Discounts available on plans listed. Minimum length of service commitment may be required on employee accounts. No discounts are available on pooled or non-published plans. See Wireless Service Agreement for additional conditions and restrictions. Also, see applicable brochure or visit www.cingular.com for terms applicable to rate plans and features. Cingular, Cingular Wireless and the graphic icon are trademarks or service marks of Cingular Wireless LLC. ©2002 Cingular Wireless LLC. All other trademarks and service marks herein are the property of their respective owners.

cingular
WIRELESS

What do you have to say?



Phones are noted as
either GSM or GAIT/Multi-
Network to match with
coordinating Cingular
rate plans.



Siemens S56
\$99.99



- GSM
- Polyphonic Ring tones
- Wireless Internet Capable
- 256 Color Display
- GPRS

Nokia 6800
\$199.99



- GSM
- Polyphonic Ring tones
- Wireless Internet Capable
- GPRS
- Integrated Speakerphone
- Full Keyboard
- Color Screen

Nokia 3600
\$199.99



- GSM
- Polyphonic Ring tones
- Camera Phone
- Color Covers
- GPRS
- Large Color Screen
- Bluetooth

Nokia 3300
\$99.99



- GSM
- Polyphonic Ring tones
- Color Display
- GPRS
- Music Phone

Samsung s307
\$149.99



- GSM
- Polyphonic Ring tones
- One of the smallest flip phones around
- 65k Color Display
- Color Covers
- GPRS

Nokia 6200 World Phone
\$199.99



- GSM World Phone
- Wireless Internet Capable
- Color Covers
- Color Display

Motorola T720
\$ 49.99



- GSM
- Color Screen
- Speakerphone Attachment (extra)
- Wireless Internet Capable
- Color Covers
- GPRS

Sony Ericsson T616 World Phone
\$99.99



- GSM World Phone
- Polyphonic Ring tones
- 65k Color Display
- Camera Phone
- Wireless Internet Capable
- Bluetooth
- GPRS



- 2 year service agreement
- Discounts on all Accessories
- Upgrades also eligible for above discounted pricing. Standard \$ 10 upgrade fee apply' s



Phones are noted as
either GSM or GAIT/Multi-
Network to match with
coordinating Cingular
rate plans.



Nokia 3590

FREE* (sales tax applies)



- GSM
- Polyphonic Ring tones
- Wireless Internet Capable
- Color Covers
- GPRS

Sony Ericsson T316

FREE* (sales tax applies)



- GSM
- Polyphonic Ring tones
- Wireless Internet Capable
- GPRS
- Color Screen
- Camera Ready

Nokia 3595

FREE* (sales tax applies)



- GSM
- Polyphonic Ring tones
- Wireless Internet Capable
- Color Display

Siemens CT56

\$19.99



- GSM
- Polyphonic Ring tones
- Speakerphone
- Wireless Internet Capable
- GPRS

Nokia 6590i

\$49.99



- GSM
- Voice Activated Dialing
- Wireless Internet Capable
- Color Covers
- GPRS

Siemens A56

FREE* (sales tax applies)



- GSM
- Wireless Internet Capable
- Color Covers

Ericsson T62u

\$ 29.99



- GAIT/Multi Network (GSM/TDMA, get expanded coverage)
- Color Covers
- GPRS
- Wireless Internet Capable

Nokia 6340i

\$ 29.99



- GAIT/Multi Network (GSM/TDMA, get expanded coverage)
- Wireless Internet Capable
- 500 Names/#s



- 2 year service agreement
- Discounts on all Accessories
- Upgrades also eligible for above discounted pricing

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

July 16, 2003

**CHANGE NOTICE NO. 23
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334 Robert.a.ziola@cingular.com		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 335-0462 Christine Mitchell, CPPB
Contract Administrator: Tom Fogle Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2004		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract, replacing those of the previous contract agreement. The contract is EXTENDED for one year, with two additional one-year options; and the vendor contract information changes as follows:

Robert Ziola
Cingular
32255 Northwestern Highway, Suite 100
Farmington Hills, MI 48334
(248) 737-6737

This amendment represents a 14.24% savings.

AUTHORITY/REASON:

Per vendor (Rob Ziola) and agency's (Tom Fogle) concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

**CONTRACTUAL SERVICES TERMS AND CONDITIONS****I-A****PURPOSE**

The purpose of this Contract is to obtain the wireless telecommunications products and services. This Contract is a fixed unit price contract.

I-B**TERM OF CONTRACT**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract by all parties. The activities in this Contract cover the period 7/21/2003 through 7/20/2004, with two 1-yr extension options following. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C**ISSUING OFFICE**

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan Department of Information Technology, for use Statewide. Where actions are a combination of those of Acquisition Services and DIT, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract(s). Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this Contract must be addressed to:

Christine Mitchell, Buyer Specialist

DMB, Acquisition Services

2nd Floor, Mason Building

P.O. Box 30026

Lansing, MI 48909

michelc@michigan.gov

(517) 335-0462

I-D**CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications the Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Thomas J. Fogle, Director

Telecommunications and Network Management

Department of Information Technology

611 West Ottawa

PO Box 30743

Lansing, MI 48909

Email: foglet@michigan.gov

**I-E CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in their proposal whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-F NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-G DISCLOSURE

All information in a bidder's proposal and any Contract resulting from an ITB is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-H ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-I INDEMNIFICATION**A. General Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable

attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;



4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii)

accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability

compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.



D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-J

LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, action and proceeding brought against the State.

I-K

NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-L

CONFIDENTIALITY OF DATA AND INFORMATION

All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-M

REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-L of this Contract shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed.

Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-N

CONTRACTOR'S LIABILITY INSURANCE



The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.

All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☒) below:

☒ 1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability policy.

☒ 2. If a motor vehicle is used to provide services or products under this Contract, Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.



The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability policy.

- ☒ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

I-O NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-P

CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.



Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

I-Q RIGHTS AND OBLIGATIONS UPON CANCELLATION

If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the



Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.

Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-R**EXCUSABLE FAILURE**

Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

I-S**ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the



prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-T**DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-U**NON-DISCRIMINATION CLAUSE**

In the performance of this Contract or purchase order the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-V**WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

I-W**MODIFICATION OF SERVICE**

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

The Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith



determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.

If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.

If the State does not accept the Contractor's proposal, the State may:

withdraw its change request; or modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-X

NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-Y

SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-Z

HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-AA RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be



an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-BB**UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-CC**SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-DD**GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-EE**CALENDAR YEAR SOFTWARE COMPLIANCE**

The Contractor warrants that services provided under this Contract including but not limited to the production of all Work Products, shall be provided in an accurate and timely manner without interruption, failure or error due the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between centuries, and the years affected, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom.

I-FF**CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-GG**STATEWIDE CONTRACTS**

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-HH**ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

I-II**PROCUREMENT CARD PAYMENT**

State agencies are authorized to utilize the State issued procurement card to make payments for purchases against this contract agreement. Requirements surrounding the procurement card payment method are included in the attachments to this contract amendment.



**Acquisition Services
Vendor
Commodity Report Requirements**

The following reports are requested to be submitted quarterly. Please identify time frame on the report (i.e. October 2002 thru December 2002). Electronic copies (CD Rom, spreadsheet, etc) are preferred; however, paper copies will be accepted.

Report I – High Level Summary

(contract items only)

Statewide Total Dollar Spend
 Total P Card Spend

Agency Total Spend per Agency
 Total P Card Spend per Agency

Report IIA & IIB – Detail

(contract & noncontract items)

Agency Date of Purchase
 Item/Product Number
 Item Description
 Unit of Measure
 Price per Unit
 Quantity
 Total Price
 Grand Total

Report III – Detail

Item Item/Product Number
 Item Description
 Unit of Measure
 Price per Unit
 Quantity
 Total Price
 Grand Total

P Card Instructions

1. **Credit Card** - The credit card used is MasterCard, issued by JP Morgan Chase. There are approx. 4,700 cardholders statewide. The VWR contract has multiple agencies participating, however it is not a statewide contract. Most cardholders have the same expiration date since the program started 7/1/01, however as new employees are added, their expiration dates will be different. You will not be given a listing of card numbers in advance. The Procurement Card may be used for any single state purchase that is \$2,500 or less (per transaction). Please contact Merchant Services (888) 333-7606 for any fee questions.

TERMS AND CONDITIONS

CONTRACT #071B6000147



2. **Special Instructions** - We will need to know if you have special instructions for the ordering process (fax, phone, e-mail and time frame). Also, if you have online catalog instructions (login procedure, state pricing online, and time frame). You can see sample instructions from other vendors on our website.

3. **Quarterly Reports** - I can fax to you our requirements for reports on procurement card expenditures which you will need to submit on a quarterly basis. Please let me know your fax number and I will send it to you.

4. **Invoices** - Daily invoices are not required, however we will require a packing slip with the shipment of the product. The state departments/agencies each do their own monthly reconciliation and payment of the Procurement Card bill. The Department of Management and Budget pays in full the State of Michigan amount due to JPMChase. These charges are processed to each department on a bi-weekly basis, based on the transaction detail from JPMChase.

5. **Contract Change Notice** - A change notice will be issued to the contract after the process is in place to inform the users about this alternative payment method. It will state the following:

Alternative Payment Methods

State Warrant/Procurement Card

Effective (date) the contractor will begin accepting orders by fax, phone, e-mail or on line catalog order, in addition to the standard purchase order process. Payment can be made using the State's MasterCard Procurement Card or State warrant. The contractor will not add a transaction fee to the invoice for items ordered using the procurement card. The contractor will provide quarterly reports on procurement card spend beginning July 1, 2003.

The contractor must adhere to the State of Michigan's Privacy Policy regarding personally identifiable information. If credit card information is stored it may only be used by the credit card holder and for that individual's ease of ordering. The contractor agrees not to release the State's buying statistics or credit card information to third parties.

Here is the website to access the state's privacy policy:

<http://www.michigan.gov/doingbusiness/0,1607,7-146-6608-2088--,00.html>

**Key Account Manager****Robert Ziola**

32255 Northwestern Highway

Suite 100

Farmington, MI 48334

248.737.6737

robert.a.ziola@cingular.com

Cingular**Flexible Rate Plans**

Cingular offers a wide variety of calling plans, including Home, SuperHome, Cingular Preferred Nation, and Nation calling plans. We also make it easy for you to upgrade plans as your needs change. A primary component of Cingular's personal service commitment is the understanding that State of Michigan has very specific and unique wireless requirements. Cingular will work with you to design and implement a wireless program that meets your exact needs.

Employee Discounts

As a benefit to State of Michigan, Cingular will offer its employees a five percent discount off Cingular standard Packaged rate plans and State of Michigan equipment pricing with a two-year service commitment. Please visit www.cingular.com for rate plan information.

Multiple Equipment and Feature Choices

To ensure that your communication needs are effectively and affordably met, your account team will continually assess your overall equipment usage. We will also conduct routine equipment cost comparisons to help you maximize your budget. Your account team experts will keep you updated on future device and service offerings, which gives you the opportunity to take advantage of the latest technological advances. Please refer to Appendix B for equipment details.

In addition, Cingular provides a host of features that are designed to increase productivity while giving you the ability to better manage how, when, and where you communicate. Some of our basic call handling features include caller ID, call waiting, basic voice mail, three-way calling and call forwarding. Additional features, including roadside assistance, ringtones, and handset insurance are also available for an additional charge. Please refer to Appendix A for additional feature information.



Appendix A: Rate Plans

TERMS AND CONDITIONS

CONTRACT #071B6000147



Packaged Rate Plans for State of Michigan

Cingular Home – Michigan

10% Discount for State of Michigan



Published Monthly Access	\$29.99	\$39.99	\$49.99	\$69.99	\$99.99	\$149.99	\$199.99
State of Michigan Monthly Access*	\$26.99	\$35.99	\$44.99	\$62.99	\$89.99	\$134.99	\$179.99
Anytime Minutes	300	400	600	900	1400	2000	2800
Rollover Minutes	N/A	Included	Included	Included	Included	Included	Included
Additional Minutes	45¢	45¢	39¢	39¢	39¢	35¢	29¢
Roaming (per minute)	79¢	79¢	79¢	79¢	79¢	79¢	79¢
Long Distance (per minute)	Included	Included	Included	Included	Included	Included	Included
Choice of 1 Add-on Options	Option 1: 5000 Mobile-to-Mobile Minutes (on priced plans \$39.99 and higher) Option 2: 5000 Night and Weekend Minutes Option 3: 50% Bonus Rollover Minutes (on priced plans \$29.99-\$99.99)						
Choice of 2 Add-on Options	N/A	N/A	Option 1: Wireless Internet Access Option 2: 100 SMS messages Option 3: \$30 accessory credit				

Included Features: Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator, Detailed Billing and Text Messaging (SMS) at 10¢/message. Some features may not be available in all areas at all times. Nationwide roaming outside of home calling area is just 79¢ per minute. Long Distance is included (within the 50 United States.) Rollover minutes apply to unused package minutes only. The Michigan area rates are provided as an example; included minutes and rates may vary in other markets. Airtime and other measured usage are billed in full-minute increments. Nights are 9:00 p.m. to 7:00 a.m., and weekends are 9:00 p.m. Friday to 7:00 a.m. Monday. Restrictions may apply.

*Monthly Access rates include a 10% discount for State of Michigan off the monthly recurring access charge only on non-promotional current published rates and are based on activating a minimum total of 100 corporate-liable lines on a 1-year and 1-year option agreement. Rate plans are subject to change during term of service agreement. Discount does not apply features. Additional terms may apply.

NOTE: Map depicts rate area only, not coverage area. Actual coverage area differs substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Cingular does not guarantee coverage. Charges will be billed based on the location of the site receiving and transmitting the call, not on the location of the subscriber.

10% Discount for State of Michigan

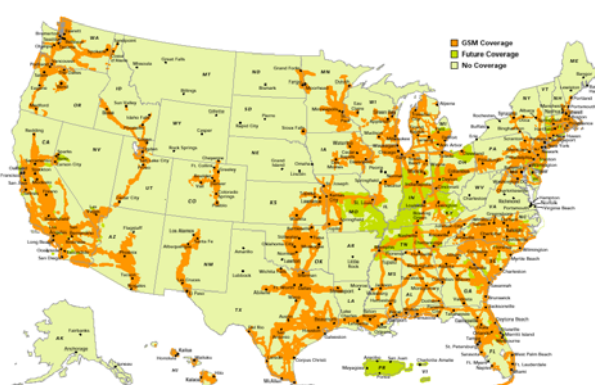
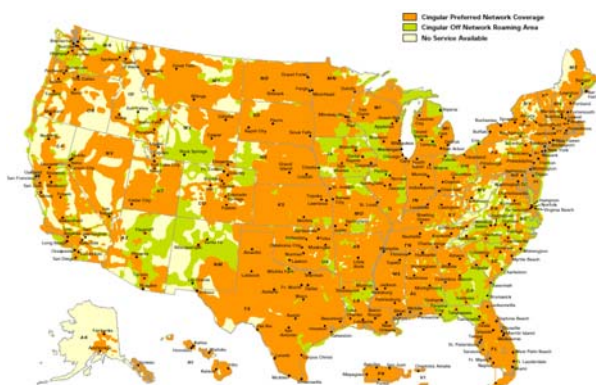


- Cingular SuperHome Calling Area**
 - Anytime minutes apply.
 - Digital Features and Night and Weekend Minutes Calling Packages apply.
- Roaming**
 - Roaming rates are 79¢ per minute, which includes long distance.
- Local SuperHome Mobile to Mobile Calling Area**



Cingular Preferred Nation

10% Discount for State of Michigan



Published Monthly Access	\$29.99	\$39.99	\$49.99	\$69.99	\$99.99	\$149.99	\$199.99
State of Michigan Monthly Access*	\$26.99	\$35.99	\$44.99	\$62.99	\$89.99	\$134.99	\$179.99
Anytime Minutes	250	350	500	900	1200	2000	3000
Rollover Minutes	N/A	Included	Included	Included	Included	Included	Included
Additional Minutes	45¢	45¢	39¢	39¢	39¢	35¢	29¢
Roaming ~ On-net (per minute)	Included	Included	Included	Included	Included	Included	Included
Roaming ~ Off-net (per minute)	79¢	79¢	79¢	79¢	79¢	79¢	79¢
Long Distance (per minute)	Included	Included	Included	Included	Included	Included	Included
Choice of 1 Add-on Options	Option 1: 5000 Mobile-to-Mobile Minutes (on priced plans \$39.99 and higher) Option 2: 5000 Night and Weekend Minutes Option 3: 50% Bonus Rollover Minutes (on priced plans \$29.99-\$99.99)						
Choice of 2 Add-on Options	N/A	N/A	Option 1: Wireless Internet Access Option 2: 100 SMS messages Option 3: \$30 accessory credit				

Included Features: Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator and Text Messaging (SMS) at 10¢/message. Some features may not be available in all areas at all times. Rollover minutes apply to unused package minutes only. Long Distance is included with Roaming (within the 50 United States.) Requires TDMA phone. "Cingular" on phone display indicates Cingular network ("On-net"); "Cingular Extend" indicates roaming off Cingular network ("Off-net") and roaming charges will apply. Nights are 9:00 p.m. to 7:00 a.m., and weekends are 9:00 p.m. Friday to 7:00 a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

*Monthly Access rates include a 10% discount for State of Michigan off the monthly recurring access charge only on non-promotional current published rates and are based on activating a minimum total of 100 corporate-liable lines on a 1-year and 1-year option agreement. Rate plans are subject to change during term of service agreement. Discount does not apply to features. Additional terms may apply.

NOTE: Map depicts rate area only, not coverage area. Actual coverage area differs substantially from map graphics; and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment, and other factors. Cingular does not guarantee coverage. Charges will be billed based on the location of the site receiving and transmitting the call, not on the location of the subscriber. (TDMA coverage may vary based on Home market.)



Cingular Nation

10% Discount for State of Michigan

Cingular Nation Calling Area

Published Monthly Access	\$29.99	\$39.99	\$49.99	\$69.99	\$99.99	\$149.99	\$199.99
State of Michigan Monthly Access*	\$26.99	\$35.99	\$44.99	\$62.99	\$89.99	\$134.99	\$179.99
Anytime Minutes	150	250	350	500	900	1500	2000
Additional Minutes	45¢	45¢	39¢	39¢	39¢	35¢	29¢
Roaming (per minute)	Included	Included	Included	Included	Included	Included	Included
Long Distance (per minute)	Included	Included	Included	Included	Included	Included	Included
Choice of 1 Add-on Options	N/A	Option 1: 5000 Mobile- to-Mobile Minutes Option 2: 10% Bonus Minutes					
Choice of 2 Add-on Options	N/A	N/A	Option 1: Wireless Internet Access Option 2: 100 SMS messages Option 3: \$30 accessory credit				

Included Features: Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator and Text Messaging (SMS) at 10¢/message. Some features may not be available in all areas at all times. Rollover minutes apply to unused package minutes only. There are no domestic long distance or roaming charges on this plan (within the 50 United States.) Airtime and other measured usage are billed in full-minute increments.

**Monthly Access rates include a 10% discount for State of Michigan off the monthly recurring access charge only on non-promotional current published rates and are based on activating a minimum total of 100 corporate-liable lines on a 1-year and 1-year option agreement. Rate plans are subject to change during term of service agreement. Discount does not apply to features. Additional terms may apply.*

NOTE: Map depicts rate area only, not coverage area. Actual coverage area differs substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment, and other factors. Cingular does not guarantee coverage. Charges will be billed based on the location of the site receiving and transmitting the call, not on the location of the subscriber.

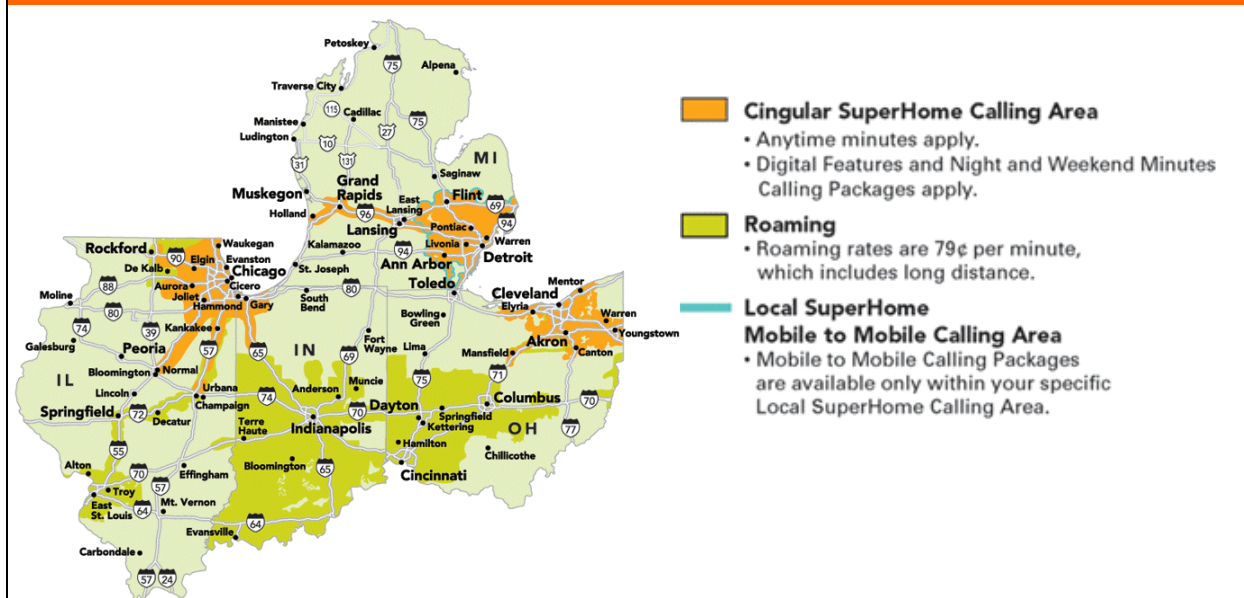


Pooled Rate Plans for State of Michigan

Cingular Home ~ Michigan										
<p>Cingular Home and Digital Features Calling Area</p> <ul style="list-style-type: none"> Anytime minutes apply. Digital Features, Mobile to Mobile Calling and Night and Weekend Minutes are available within this area. 										
Activation Fee	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived
Monthly Access Fee (per user)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Monthly Airtime	\$400	\$880	\$1,400	\$2,000	\$3,000	\$4,000	\$6,000	\$8,000	\$12,000	\$16,000
Package Minutes	6,650	14,650	23,300	33,300	50,000	66,700	100,000	133,300	200,000	266,700
Additional Minutes (per minute)	25¢	25¢	25¢	20¢	20¢	20¢	15¢	15¢	10¢	10¢
Roaming (per minute)	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢
Long Distance (per minute)	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
<p>Included Features: Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator and Text Messaging (SMS) at 10¢/message. Some features may not be available in all areas at all times. Nationwide Roaming outside of home calling area is just 69¢ per minute. Long Distance is included (within the 50 United States.) Unused Pooled minutes expire each month. Airtime and other measured usage are billed in full-minute increments.</p> <p><i>Rates are based on activating a minimum total of 100 corporate-liable lines on a 1-year and 1-year option agreement. Additional terms may apply.</i></p> <p><i>NOTE: Map depicts rate area only, not coverage area. Actual coverage area differs substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment, and other factors. Cingular does not guarantee coverage. Charges will be billed based on the location of the site receiving and transmitting the call, not on the location of the subscriber.</i></p>										



Cingular SuperHome ~Michigan



Activation Fee	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived
Monthly Access Fee (per user)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Monthly Airtime	\$400	\$880	\$1,400	\$2,000	\$3,000	\$4,000	\$6,000	\$8,000	\$12,000	\$16,000
Package Minutes	8,000	17,600	28,000	40,000	60,000	80,000	120,000	160,000	240,000	320,000
Additional Minutes (per minute)	25¢	25¢	25¢	20¢	20¢	20¢	15¢	15¢	10¢	10¢
Roaming (per minute)	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢
Long Distance (per minute)	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included

Included Features: Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator and Text Messaging (SMS) at 10¢/message. Some features may not be available in all areas at all times. Nationwide Roaming outside of SuperHome calling area is just 69¢ per minute. Long Distance is included (within the 50 United States.) Unused Pooled minutes expire each month. Airtime and other measured usage are billed in full-minute increments.

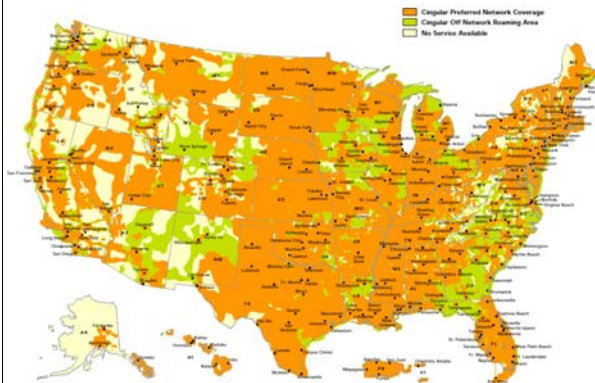
Rates are based on activating a minimum total of 100 corporate-liable lines on a 1-year and 1-year option agreement. Additional terms may apply.

NOTE: Map depicts rate area only, not coverage area. Actual coverage area differs substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment, and other factors. Cingular does not guarantee coverage. Charges will be billed based on the location of the site receiving and transmitting the call, not on the location of the subscriber.



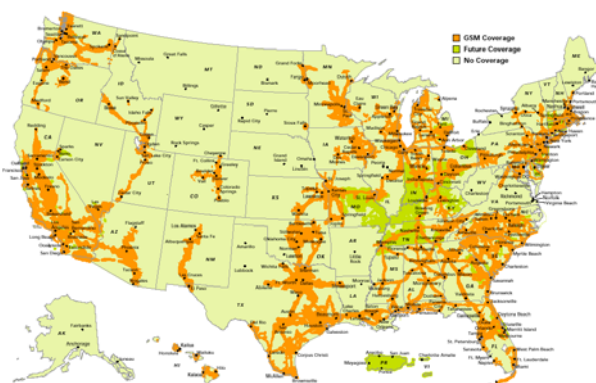
Cingular Preferred Nation

TDMA



(TDMA coverage may vary based on Home market.)

GSM

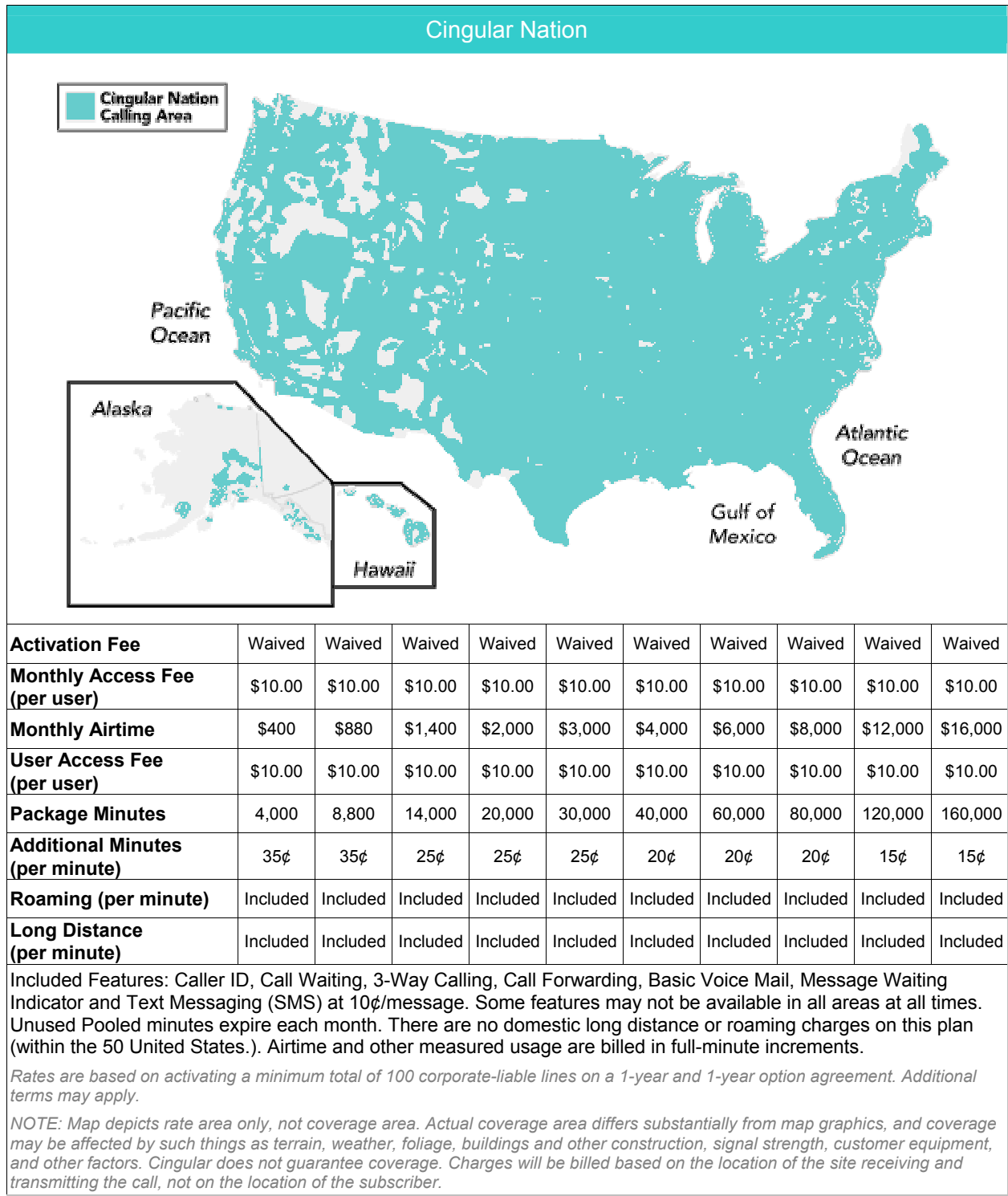


Activation Fee	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived
Monthly Access Fee (per user)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Monthly Airtime	\$400	\$880	\$1,400	\$2,000	\$3,000	\$4,000	\$6,000	\$8,000	\$12,000	\$16,000
Package Minutes	5,000	11,000	17,500	25,000	37,500	50,000	75,000	100,000	150,000	200,000
Additional Minutes (per minute)	35¢	35¢	25¢	25¢	25¢	20¢	20¢	20¢	15¢	15¢
Roaming ~ On-net	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Roaming ~ Off-net (per minute)	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢	69¢
Long Distance (per minute)	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included

Included Features: Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator and Text Messaging (SMS) at 10¢/message. Some features may not be available in all areas at all times. Unused Pooled minutes expire each month. Long Distance is included with Roaming (within the 50 United States.) TDMA map will apply for TDMA users, GSM map will apply for GSM users, or multi-net (GAIT) phone. "Cingular" on phone display indicates Cingular network ("On-net"); "Cingular Extend" indicates roaming off Cingular network ("Off-net") and roaming charges will apply. Airtime and other measured usage are billed in full-minute increments.

Rates are based on activating a minimum total of 100 corporate-liable lines on a 1-year and 1-year option agreement. Additional terms may apply.

NOTE: Map depicts rate area only, not coverage area. Actual coverage area differs substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment, and other factors. Cingular does not guarantee coverage. Charges will be billed based on the location of the site receiving and transmitting the call, not on the location of the subscriber.





Maximizing Your Communications Services

Cingular offers a variety of optional features in addition to the basic call handling features included with each rate plan. Whether you desire handset insurance, roadside assistance, or data services, Cingular offers the features and services you want.

Feature	Cost	Description
Call Handling Features	Included*	Includes basic voice mail, call forwarding, call waiting, caller ID, and 3-way calling. *Included at no charge for corporate-liable accounts.
Basic Voice Mail		Basic voice mail service takes messages for you when you're on a call or your phone is turned off.
Caller ID		Caller ID enables you to know who's calling before you answer a call.
Call Forwarding		Call forwarding lets you forward your incoming wireless calls to another phone number.
Call Waiting		Call waiting lets you receive an incoming call when you're engaged in another call.
Three-Way Calling		This service enables you to add a third party to a two-way conversation. Regular airtime rates are charged for each call.
Enhanced Voice Mail	\$3.99/month	In addition to the services available with basic voice mail, enhanced voice mail saves up to 20 messages, for up to 10 days. Maximum message length is three minutes per message. Also includes pager notification and group distribution lists.
Handset Insurance	\$3.99/month	Provides protection against the full cost of a lost or stolen phone. Coverage includes the phone and standard battery and charger. Service provided by lockline sm .
5000 Mobile-to-Mobile Minutes	\$9.99/month	Place and receive local calls to and from other Cingular subscribers within the same Home calling area without incurring per minute airtime charges. Only available on Cingular Home/SuperHome plans \$39.99 and higher.
Roadside Assistance	\$2.99/month	Available 24 hours a day, 7 days a week, 365 days a year. Includes towing service, battery service/jump start, flat tire assistance, fuel delivery (up to 3 gallons), lockout assistance, and key replacement. Restrictions apply.
Voice Connect	\$4.99	Voice Connect is a voice dialer that is the easiest, safest and most convenient method of connecting people – simply speak the name or number of the person you want to reach. Store and retrieve contact information for up to 100 people.

Notes: Feature availability and cost may vary by market. Feature may require specific handset functionality. Usage charges and surcharges may apply.

**Data Service Plans (for TDMA, GSM, and/or GPRS)**

Data Service Plan		Cost	Description										
Data Connect (Requires Wireless Internet or Wireless Internet Express data package)		(Usage is billed based on WI package on the account.)	Data Connect enables customers to access corporate information, browse the Internet, and manage e-mail wirelessly. A mobile office kit or PC card allows a data enabled wireless phone to act as a data modem for either a laptop or PDA.										
IrDA Mobile Office Kit		\$19.99	Includes "Quick Link Mobile" software. For customers with handsets that already have cables or using an IrDA (Infrared capable).										
USB or Serial Mobile Office Kit		\$59.99	CD with cable for laptops or for Compaq iPAQ.										
Merlin G300 PC Card Kit		\$269.99	Includes G300 wireless PC card modem, removable antenna, and storage case, CD with PC card set-up, Data Connect set-up, quick start guide, and user guide.										
Text Messaging (SMS)			Purchase individually or as a bundle of great data services, including mobile-to-mobile text messaging, e-mail, news updates, and more on your digital wireless phone. Pay per use or additional messages 10¢/message.										
Pay Per Use	10¢/message												
100 messages	\$2.99/month												
250 messages	\$5.99/month												
500 messages	\$9.99/month												
Wireless Internet^ (Requires Text Messaging (SMS) package of 100 messages or more)		\$3.99 + airtime	Provides access to the Internet from your wireless phone. Internet airtime is applied at your package or additional minute rate based on your rate plan.										
Wireless Internet Express^ (Requires Text Messaging (SMS) package of 100 messages or more)			Access specific wireless Internet Web sites, directories, and search engines, or go shopping. GPRS Internet browsing allows faster speed, plus you don't pay for the time you use the service, just the amount of data you send and receive. You can now switch between data and voice sessions without losing your connection.										
			<table><tr><td>Package Includes</td><td>Overage (per Mb)</td></tr><tr><td>\$6.99</td><td>1 Mb</td></tr><tr><td>\$14.99</td><td>3 Mb</td></tr><tr><td>\$29.99</td><td>7 Mb</td></tr><tr><td>\$49.99</td><td>13 Mb</td></tr></table>	Package Includes	Overage (per Mb)	\$6.99	1 Mb	\$14.99	3 Mb	\$29.99	7 Mb	\$49.99	13 Mb
Package Includes	Overage (per Mb)												
\$6.99	1 Mb												
\$14.99	3 Mb												
\$29.99	7 Mb												
\$49.99	13 Mb												
Xpress Mail Network Edition (Requires Wireless Internet or Wireless Internet Express data package)		\$10.00/month + airtime or bytes	Real-time access to Microsoft and Lotus e-mail, calendar and contacts. Compose, reply, and forward e-mails (including attachments!) Browse corporate and personal contacts and with one click, send the contact an e-mail or dial their phone number. Usage is billed according to package on the account										

Notes: Service availability and cost may vary by market. Service may require specific handset functionality. Usage charges and surcharges may apply. [^]Roaming charges, including applicable kilobyte and/or per minute airtime charges and Text Messaging charges, will be incurred where roaming service is available.

**Data Service Plans (for Mobitex)**

Service Plan/Software	Cost	Description	
Interactive Messaging PLUS (with Wireless Internet PLUS^)		Send interactive text messages to one person or many people at once and see that your messages sent to another IM PLUS user are delivered and read. Send messages to a fax machine and text-to-voice messages to a phone. Also offers the power to browse the Web and receive alerts.	
		Package Includes	Overage (per Kb)
IM+ 100	\$19.99	100 Kb	20¢
IM+ 200	\$27.99	200 Kb	17¢
IM+ 500	\$29.99	500 Kb	15¢
IM+ 1000	\$34.99	1,000 Kb	15¢
IM+ 3000	\$49.99	3,000 Kb	5¢
IM+ Unlimited	\$59.99	Unlimited	N/A
Wireless Internet PLUS	(Included with IM+ or XM with BlackBerry)	Offers users the power to browse the Web and receive alerts using a wireless handheld device.	
Xpress Mail GoodLink Edition^		Behind the firewall, access (using Triple DES security encryption) to Microsoft Exchange corporate e-mail, calendar, contacts, notes, and tasks – even attachments (Microsoft Word and PowerPoint, WordPerfect, HTML, PDF, and RTF documents).	
		Package Includes	Overage (per Kb)
GoodLink 1000	\$34.99	1,000 Kb	15¢
GoodLink 3000	\$49.99	3,000 Kb	25¢
GoodLink Unlimited	\$59.99	Unlimited	N/A
Attachment Reader Option	No Charge*	*Available at no cost for a limited time (regularly \$10.00 per month).	
Software & Maintenance:			
GoodLink Server Software	\$2,000	1 st software purchase	
	\$1,900	2 nd software purchase	
	\$1,840	3 rd software purchase	
	\$1,800	4 or more software purchases	
User License	\$80.00	Single user license	
	\$650.00	10-pack of user licenses	
	\$4,999	100-pack of user licenses	
Annual Server Maintenance	\$450.00/server per year	Includes upgrades for any new releases of GoodLink Server for a period of one year from the date of purchase.	
User License Annual Maintenance	\$9.00/user per year	Includes upgrades for any new releases of GoodLink Application Software for a period of one year from the date of purchase.	
Xpress Mail (XM) with BlackBerry		Behind the firewall, access (using Triple DES security encryption) Microsoft Exchange and Lotus Notes corporate e-mail, calendar, contacts, and notes.	
		Package Includes	Overage (per Kb)
XM with BlackBerry 1000	\$34.99	1,000 Kb	15¢
XM with BlackBerry 3000	\$49.99	3,000 Kb	5¢

TERMS AND CONDITIONS
CONTRACT #071B6000147


Service Plan/Software	Cost	Description
XM with BlackBerry Unlimited	\$59.99	Unlimited
XM with BlackBerry 1000 w/IM+	\$34.99	1,000 Kb
XM with BlackBerry 3000 w/IM+	\$49.99	3,000 Kb
XM with BlackBerry Unlimited	\$59.99	Unlimited
Software & Upgrades:		
BlackBerry Enterprise Server Software	\$4,999.00	Includes software and 20 client licenses.
BlackBerry Enterprise Server (BES) Upgrade Program	\$450.00	BES upgrade program includes upgrades for any new releases of BlackBerry Server or BlackBerry Desktop Software for a period of one year from date of purchase.
Client Access License	\$80.00	Single Client Access License
	\$650.00	10-Pack of Client Access License
	\$4,999.00	100-Pack of Client Access Licenses
	\$999.00	Small Business Edition (5-pack of Licenses)
Annual Client Upgrade Program	\$9.00	Single Annual Client Upgrade Program
	\$75.00	10-Pack Annual Client Upgrade Program
^ \$25.00 activation fee to IM+, Xpress Mail with BlackBerry, and Xpress Mail GoodLink Edition.		

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Sony Ericsson T306 WIRELESS LD™

Operations:

- Operates on GSM 850/1800/1900 MHz systems
- Weighs only 2.9 ounces
- Standard battery: up to 7 hours talk time; 225 hours standby time

Display Features:

- Full color display
- Signal strength indicator
- Battery power indicator
- Time and date
- Easy-to-read display

Safety and Security Features:

- Personal security code

Advanced Feature Capabilities:

- Wireless Internet (WAP 2.0) with GPRS
- High speed data (HSCSD, up to 28.8 Kbps)
- MMS (Multimedia Messaging Services)
- Enhanced message service—send ringtones, sounds, and icons with interactive messaging
- Mobile chat
- Polyphonic ringtones
- Predictive text input
- Internal antenna
- Picture messaging

Memory Features:

- Address book
- Calendar entries and tasks
- Picture phone book

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- One-button call back for returning pages, responding to text messages, and checking voice mail
- One-button speed dial for up to 9 numbers



Nokia D311 DATA CONNECT PC CARD

Wireless Network:

- Operates on GSM 850/1900 systems

Features:

Benefits:

- Quick and easy configuration
- Customers can swap their SIM card between their mobile phone and PC card



RIM 6210 WIRELESS HANDHELD™

Wireless Network:

- Operates on 900/1900MHz GSM/GPRS network

Handheld Specifications:

- Size: 4.45 x 2.91 x 0.83 inches
- Weighs only 4.8oz
- Internal rechargeable Lithium Ion battery
- Integrated speaker and microphone, handsfree headset
- 5 hours talk time, 12 days standby and 3 to 4 days average for e-mail
- 16 MB flash memory plus 2 MB SRAM
- User-selectable 8, 10, 12 or 15 line display
- Supports voice services with optional features such as:
 - Call waiting
 - Call answer
 - Conference calling
 - Call forwarding

E-mail Specifications:

- Integrates with new handheld account
- Integrates with Microsoft Exchange Enterprise account
- Integrates with Lotus Domino Enterprise account
- Includes desktop software
- Integrates your handheld with an existing Internet Service Provider (ISP) e-mail account
- Works with BlackBerry™ Enterprise Server

Services Available:

- Wireless e-mail
- Wireless calendar
- Paging
- Wireless Internet

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Cingular was the first carrier to offer BlackBerry, and is the exclusive provider of the GoodLink solution. Cingular also provides dependable connectivity to your wireless Palm. Mobitex is an established industry standard for wireless data communications with networks operating in 22 countries. It is a packet-switched radio technology that provides two-way messaging and data delivery.

Cingular's Mobitex Network covers 492 metropolitan areas and 93 percent of the urban business population in the U.S. It is optimized to provide the best coverage inside buildings and the best device battery life available in the industry. Its data integrity together with "push" functionality support important applications in a B2B environment. Please refer to Appendix B for equipment information.

Xpress Mail Enterprise Suite

Cingular Wireless offers a complete suite of Xpress Mail products. From the corporation with national travelers requiring top-notch security to the local consumer wanting to receive their personal e-mail while on the go, Cingular has a solution.

GoodLink Edition

Cingular's Xpress Mail GoodLink Edition is an end-to-end, software-based wireless corporate messaging solution that is deployed behind State of Michigan's secure firewall. GoodLink makes administering a wireless e-mail and data system simple and a low cost solution for an IT department. GoodLink Edition is a reliable and secure system that is highly scalable, easy to use and requires little IT administration. A unique and important feature of GoodLink Edition is the zero desktop software option.

It extends the capabilities of Microsoft Outlook to a wireless handheld, including e-mail, calendar, contacts, notes, and tasks. GoodLink Edition provides users with a connection to their e-mail and ability to view Microsoft Office documents and many other types of attachments using Triple DES security encryption. It uses two-way 'push' technology to enable easy notification of incoming and outgoing e-mail so that dialing-up is not required.





GoodLink Edition synchronizes wireless handheld devices with data stored in Microsoft Exchange accounts, which allows wireless users to remain up-to-date wirelessly, with no cradle required. It ensures that actions taken by the user, whether on the handheld or on the desktop, are mirrored.

The GoodLink Edition wireless corporate messaging solution runs on the Cingular Wireless Mobitex packet data network, which offers the benefits of nationwide coverage and highly reliable service. It works on the GoodLink G100, RIM 950, and RIM 957 Wireless Handhelds™.

Key Features and Benefits:

- Ease of installation (no desktop software required)
- Up-to-date e-mail and data
- Wireless synchronization (no cradle needed)
- Integrated attachment viewing and forwarding
- End-to-end Triple DES security encryption
- Rapid deployment
- Single e-mail address
- Cost-effective solution for supporting mobile workers



Please refer to Appendix A for service plan details.

Xpress Mail with BlackBerry

Cingular's Xpress Mail with BlackBerry is a complete wireless e-mail solution that simplifies remote e-mail access while addressing crucial corporate requirements regarding security, integration, and cost. It allows users to obtain seamless wireless access to their corporate Microsoft Exchange/Lotus Domino e-mail account through their RIM devices with Triple DES security encryption using BlackBerry software.

With the use of BlackBerry Enterprise Server, Xpress Mail with BlackBerry seamlessly enables wireless e-mail while satisfying the needs of both wireless users and IT departments. Users get effortless access to e-mail while on the road, and IT departments get centralized administration in a solution behind the State of Michigan's firewall.

Xpress Mail with BlackBerry users can increase their personal productivity with the built-in Personal Information Manager (PIM), which enables them to keep an address book, memo, pad, calendar, and task list. Software and cradle accessories make it easy for users to synchronize corporate e-mail and PIM data between their RIM Wireless Handheld and PC.

Xpress Mail with BlackBerry users also receive Cingular's Wireless Internet PLUS, which gives them access to the My Wireless Window portal and enables them to view information on the Web. And even when users don't have time to check the Web, they can set up personalized news, weather, stock quotes, and other information to be delivered directly to their wireless device.

Xpress Mail with BlackBerry wireless e-mail solution runs on Cingular's Mobitex packet data network, which offers the benefits of nationwide coverage and highly reliable service. It works on the RIM 950 and RIM 957 Wireless Handhelds.

Key Features and Benefits:

- Send, receive, and forward corporate e-mail wirelessly using a RIM device
- Single e-mail address
- Desktop manager with advanced e-mail filtering capabilities



- End-to-end Triple DES security encryption
- Synchronization capabilities for corporate e-mail and PIM data
- Network reliability
- Cost-effective solution for supporting mobile workers

Please refer to Appendix A for service plan details.

Xpress Mail with BlackBerry and Interactive Messaging PLUS

Along with its wireless e-mail capabilities, Xpress Mail with BlackBerry is the only service that can also be bundled with Interactive Messaging (IM) PLUS – the fast, flexible, and reliable way for teams to work together, even when they're not together. It even allows users to stay connected and productive if a company's e-mail system is down or running slow.

IM PLUS enables users to send and receive interactive text messages between one or many IM PLUS subscribers, or to and from any Internet e-mail address. It generally takes only seconds to receive messages and respond to one person or several people at once. The IM PLUS confirmation feature indicates on-screen that messages sent to another IM PLUS user have been delivered and read, which provides users with peace of mind, especially when their messages contain timely, important information.

IM PLUS also lets employees send messages to any e-mail address, so it's easy to share information with co-workers and customers alike. IM PLUS runs on Cingular's Mobitex packet data network, which offers the benefits of highly reliable service, and with coverage in more than 93 percent of the U.S. urban business population, it is truly the premier wireless data network in the country. It works on the RIM 950 and RIM 957 Wireless Handhelds.

Key Features and Benefits:

- Fast, flexible, and reliable
- Advanced message searching capabilities
- Auto reply function
- Calendar enhancements
- PIM
- Network reliability
- Delivery confirmation

Please refer to Appendix A for service plan details.

Xpress Mail Network Edition

Cingular's Xpress Mail Network Edition is a solution enables users to receive secure, up-to-date, wireless access to Microsoft Exchange or Lotus Domino e-mail, calendars, corporate directories, more using Internet enabled GPRS, GSM, and TDMA handsets and devices.

Network Edition software architecture requires no installation of additional software or hardware by the customer, and it enables customers to leverage their existing IT investments, saving both time and money. It also offers enterprise-class security, which means that applications remain securely behind the customer's corporate firewall.



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Network Edition e-mail commands and changes are up-to-date and permanent, which allow mobile users to always remain up-to-date without synchronization. It ensures that actions taken by the user, whether on the device or on the desktop, are mirrored. It works on Internet enabled GPRS, GSM, and TDMA handsets.

Key Features and Benefits:

- Ease of use
- Up-to-date e-mail and data
- Real-time access (no manual synchronization required)
- Rapid deployment
- No costly or complex hardware and software installation
- Single e-mail address
- Data remains behind the corporate firewall
- Cost-effective solution for supporting mobile workers

Please refer to Appendix A for service plan details.

Messaging Services

Text Messaging

Cingular's Text Messaging (SMS) includes mobile-to-mobile text messaging, e-mail messaging, Web messaging, and info alerts. Text messaging is available on select wireless phones varies by area.

Mobile-to-mobile text messaging allows users to send short text messages (up to 150 characters) between qualifying digital wireless phones using 10-digit wireless number. Text messages are displayed directly on the user's wireless phone screen.

With e-mail messaging, a user's wireless number is their e-mail address. Users can send and receive e-mail messages to and from virtually anywhere in the world and reply back directly from their phones.

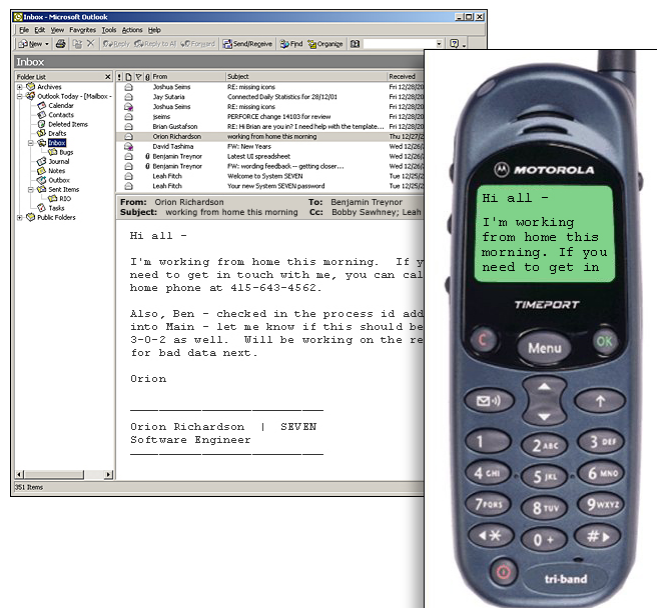
Web messaging allows anyone with Internet access to send messages to a phone by going to <http://www.cingular.com>.

With info alerts, users can choose to have the latest news, stock quotes, and more delivered directly to their wireless phones. Info alerts can be personalized through Cingular's My Wireless Window portal.

This is available on select wireless phones (varies by area).

Key Features and Benefits:

- Messages appear on the wireless phone screen
- No airtime charges apply
- Users can send and receive messages discreetly



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Please refer to Appendix A for service plan details.

Interactive Messaging PLUS

Cingular's Interactive Messaging (IM) PLUS is the fast, flexible, and reliable way for teams to work together, even when they're not together. It even allows users to stay connected and productive if a company's e-mail system is down or running slow.

IM PLUS enables users to send and receive interactive text messages between one or many IM PLUS subscribers, or to and from any Internet e-mail address. It generally takes only seconds to receive messages and respond to one person or several people at once. The IM PLUS confirmation feature indicates on-screen that messages sent to another IM PLUS user have been delivered and read, which provides users with peace of mind, especially when their messages contain timely, important information.

IM PLUS also lets employees send messages to any e-mail address, so it's easy to share information with co-workers and customers alike. IM PLUS runs on Cingular's Mobitex packet data network, which offers the benefits of nationwide coverage and highly reliable service. This is available on the RIM 950 and RIM 957 Wireless Handhelds.

Key Features and Benefits:

- Fast, flexible, and reliable
- Advanced message searching capabilities
- Auto reply function
- Calendar enhancements
- PIM
- Network reliability
- Delivery confirmation

Please refer to Appendix A for service plan details.



Wireless Internet Services

Wireless Internet

Cingular's Wireless Internet is a wireless link the Web, which allows users to access personalized information

from the wireless Internet through their Cingular phones.

Wireless Internet users can access specific wireless Internet Web sites, directories, and search engines. They can also track stock portfolios, make travel arrangements, check airline flights, look up the weather, and more. Wireless Internet information can be customized through Cingular's My Wireless Window portal.



Wireless Internet service also includes messaging, which means users can send or receive e-mails and forward or “pull” all of their e-mail accounts to one place, their Wireless Internet e-mail box, for simple retrieval from their wireless phone or personal computer.

Key Features and Benefits:

- Access the Web without the use of a PC
- Customizable information alerts
- Wireless Internet e-mail and instant messaging
- Wireless storage of contact information calendars
- Available on select wireless phones (varies by area)

Please refer to Appendix A for service plan details.

Wireless Internet Express

Cingular's Wireless Internet Express is an enhanced version of Wireless Internet that offers users additional features to heighten their online experience.

Wireless Internet Express users are only charged for the amount of data they send and receive (measured in kilobytes). They can stay online without using calling plan minutes, which means they don't have to feel rushed when composing e-mails or reading the news.

With Wireless Internet Express, users can switch between data and voice sessions without losing their connection. It's as easy as placing an online session on hold to take an important call, then resuming the session right where it was left off.

Key Features and Benefits:

- Stay online without using calling plan minutes
- Switch between data and voice sessions without losing connections
- Available for use with GPRS wireless phones

Please refer to Appendix A for service plan details.

Wireless Internet PLUS

Cingular's Wireless Internet PLUS is a wireless link to the wireless Web, which allows users to access personalized information from their RIM 950 or 957 Wireless Handhelds.

Wireless Internet PLUS users can access specific wireless Internet Web sites, directories, and search engines. They can also track stock portfolios, make travel arrangements, check airline flights, look up the weather, and more. Wireless Internet PLUS information can be customized through Cingular's My Wireless Window portal.

Wireless Internet PLUS also includes messaging, which means users can send or receive e-mails and forward or pull all of their e-mail accounts to one place, their Wireless Internet PLUS e-mail box, for simple retrieval from their RIM 950, RIM 957, or personal computer.

This is available on the RIM 950 and RIM 957 Wireless Handhelds.

Key Features and Benefits:

- Access the Web without the use of a PC
- Customizable information alerts





- Wireless Internet e-mail and instant messaging
- Wireless storage of contact information calendars

Please refer to Appendix A for service plan details.

Data Connect

Cingular's Data Connect is an extension of Wireless Internet and Wireless Internet Express that enables users to connect their data-capable phone or PC Card Modem to wirelessly connect to their laptop or PDA in order to manage personal and professional life when away from home or office. It is a software-based solution that uses the wireless phone or PC Card as a modem for a laptop or PDA and allows users to browse the Internet, access corporate information, manage e-mail, and more – all without the need for an additional Internet Service Provider.

Cingular offers Data Connect Mobile Office Kits, and they are available in Infrared (IrDA), USB, 9-Pin Serial, and Cingular Wireless PC Card Modem configurations so you can select the appropriate connectivity for your laptop or PDA.

The Merlin G300 PC Card Modem, manufactured by Novatel Wireless, provides the ultimate high-speed mobile data solution. The Merlin G300 works with 1900 MHz GSM and GPRS technology. provides reliable wireless data communications at speeds up to 56 Kbps in GPRS areas (actual performance will vary, but expect to average between 20–40 Kbps). Switched Data coverage areas will recognize speeds up to 14.4 Kbps. This particular does not offer voice capability.



This solution
coverage
GSM Circuit
PC Card

Each Mobile Office Kit includes a data cable and a CD-ROM with Data Connect “Quick Link Mobile” software, and software-only kits are also available for users who already have data cables or phones with infrared capabilities. The Data Connect Mobile Office Kits support Microsoft Windows 98, 2000, ME, XP Home, XP Pro, and CE 3.0; Pocket PC 2000 and 2002; and Palm OS versions 3.3-4.0.

Data Connect enables Cingular to act as the user's Internet Service Provider. We provide users with a Cingular-branded HTML business portal (as the default home page), as well as direct IP connectivity via their laptop or PDA browser. Once connected to the Internet, users can access almost any Web site.

Key Features and Benefits:

- Access data when a phone line is not available
- Directly connect to the Internet without an additional ISP
- Call logging for tracking wireless usage
- Dial-up manager that supports multiple accounts
- Auto setup wizard for easy installation and configuration
- Digital dashboard to monitor usage and connection





- Optional filtering for Internet graphics to optimize download speeds

Please refer to Appendix A for service plan details.



APPENDIX B: EQUIPMENT OPTIONS

Note: Equipment pricing is based on a 1-year service contract for State of Michigan corporate liable lines and a 2-year service contract for State of Michigan employee lines. Existing corporate liable lines are eligible for one upgrade during the contract term. Lines that are upgraded will be charged a \$10.00 processing fee.



Wireless Communication Services for

State of Michigan

**Motorola 120T****Operations:**

- Operates on TDMA 800/1900 MHz and analog 800 MHz systems
- Weighs only 4.5 ounces
- Dimensions are 5.0 x 1.7 x 1.1 in.

Display Features:

- Optimax® High Contrast Display
- 96 x 64 graphic LED backlit display; up to 3 lines of text, 1 line of icons, and 1 line of prompts

Safety and Security Features:

- Call Restrictions
- Keypad Lock
- Phone Lock
- Application Lock
- New Passwords

Advanced Feature Capabilities:

- Voice Activated Dialing and Feature Recall
- Two-way SMS messaging - WAP 1.1 Enabled Microbrowser
- VibriCall® alert
- New Menu Navigation
- iTAP™ software
- Multi-point Synchronization
- Custom Styles Setting
- Multi-Language Support
- Games
- 32 composable ringtones and 32 preset ringtones
- Voice Recorder

Memory Features:

- Address Book - up to 500 entries
- Easy last-10 numbers dialed
- Last 10 calls received or missed

Convenient Features:

- Voice Dialing
- Automatic Redial
- Multiple Key Answer
- Numeric Notepad
- One-button speed dialing

Price:
FREE

**Motorola C331t****Operations:**

- Operates on TDMA 800/1900 MHz and AMPS 800 MHz
- Weighs only 100g
- Standard battery: up to 170 minutes talk time; up to 165 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read display
- Large 96 x 64 pixel grayscale display
- Clock
- Date

Advanced Feature Capabilities:

- 64 distinctive ringtones
- Send and receive short messages using your phone
- Listen to polyphonic ringtones for a fuller richer sound
- Wireless enabled internet microbrowser

Safety and Security Features:

- Personal security code
- Keypad lock
- Voice-activated dialing
- Portal for optional hands-free device

Memory Features:

- Datebook combines a calendar and a reminder feature

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- Pre-programmed voice numbers allow for voice dialing
- VibriCall discreet vibrating alert helps to avoid disturbing others when receiving a call

Price:
\$29.99



Wireless Communication Services for

State of Michigan



Price:
\$29.99

Motorola C331G

Operations:

- Operates on GSM 850/1900 MHz system
- Weighs only 100g
- Standard battery: up to 170 minutes talk time; up to 165 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read display
- Large 96 x 64 pixel grayscale display
- Clock
- Date

Advanced Feature Capabilities:

- 32 Ringtones
- 32 Composable/Downloadable Ringtones
- Send and receive short messages using your phone
- Polyphonic Speaker
- Wireless Internet Express Capable (WAP 1.2.1/GPRS)
- 3 Games
- Hearing Impaired Capable (TTY)

Safety and Security Features:

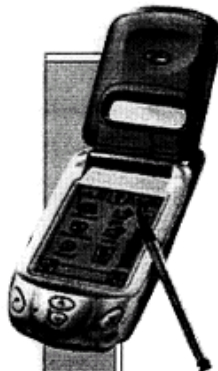
- Personal security code
- Keypad lock
- Voice-activated dialing
- Portal for optional hands-free device

Memory Features:

- Phone Book stores up to 400 names, numbers and email addresses
- Datebook combines a calendar and a reminder feature

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- Pre-programmed voice numbers allow for voice dialing
- VibrateCall discreet vibrating alert helps to avoid disturbing others when receiving a call
- Enhanced Messaging Service (EMS)



Coming
Soon!

Motorola A338t

Operations:

- Operates on GSM 900/1800/1900 MHz system
- Weighs only 4.5 oz
- Standard battery: up to 180-270 minutes talk time; up to 80-145 hours standby time

Display Features:

- External Display for Caller ID (01)
- Internal Display - 320 x 240 pixels, 4 level grayscale display
- Graphical touch screen user interface

Advanced Feature Capabilities:

- Personal Information Management (PIM)
- Natural handwriting recognition
- QWERTY keyboard text entry
- Send and receive messages with sound and pictures
- Send and receive your e-mail wirelessly
- Ringtone composer
- Wireless enabled Internet microbrowser
- Multi-point Synchronization

Safety and Security Features:

- Call Restrictions
- Keypad Lock
- Phone Lock
- New Passwords

Memory Features:

- Address book - up to 1000 entries
- Call log of last 20 incoming, outgoing, and missed calls
- Memory: 8MB RAM, 8 MB FLASH (1.7 non-volatile user storage)


Convenient Features:

- Caller ID
- Call waiting
- Call forwarding
- Quick Access Menu
- One-touch dialing
- VibrateCall alert
- Multiple call timers
- Speed dial



Wireless Communication Services for

State of Michigan



Motorola V60TI

Price:
\$69.99

Operations:

- Operates on TDMA 800/1900MHz digital, and analog 800MHz systems
- Weighs only 4.3 ounces
- Standard battery: 2 to 4 hours talk time; 144 to 192 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read display
- 5 line display; up to 32 characters per line

Advanced Feature Capabilities:

- Interactive Messaging – send and receive alphanumeric messages
- Internet Access & Browsing (WAP)
- Voice & conversation memo recorder – up to 5 minutes
- Intelligent Typing (T9) speeds messaging
- Integrated antenna
- Interchangeable color covers, front and back color covers
- Built-in data and fax modem
- Calculator, stopwatch, and alarm built in
- 42 ringtones with 5 melodies
- Downloadable ringtones

Memory Features:


- Address book – up to 1000 entries
- Easy last-10-number redial

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- One-button speed dialing for up to 10 numbers
- Silent mode for meetings (plus silent vibration mode)
- Supports English, Spanish, and French
- Answer calls by pressing any key, except Clear key

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device
- Call restrictions



Motorola T720

Price:
\$99.99

Operations:

- Operates on GSM 900/1800/1900 MHz systems
- Weighs only 3.2 ounces
- Standard battery: up to 2.8 hours digital talk time; up to 165 hours standby time
- RealTime™ Battery Gauge

Display Features:

- Stopwatch
- Timer
- 4096 color screen

Advanced Feature Capabilities:

- Internet Express Capable (WAP/GPRS)
- Text Messaging
- 16 Tone polyphonic speaker
- Downloadable games and ringtones
- Data Connect for use as a wireless modem
- Changeable front and back covers
- Java Enabled

Memory Features:

- Address book – up to 1000 entries
- Voice activated dialing
- High Speed Data Capable via GPRS
- Easy last 10 number redial

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- Built-in vibrating alert
- Predictive text input

Safety and Security Features:

- Active flip answers and ends calls
- Personal security code
- Keypad lock
- Portal for optional hands-free device



Wireless Communication Services for

State of Michigan



Price:
\$29.99

Nokia 3360

Operations:

- Operates on TDMA (800/1900MHz) digital, and analog systems
- Weighs only 4.8 ounces
- Standard battery: up to 3.5 hours talk time/252 hours standby time; Optional extended battery: up to 5 hours talk time/360 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read display
- Graphical display - 84x48 pixel
- 5 line display
- Clock
- Date

Advanced Feature Capabilities:

- Wireless Internet
- Interactive Messaging - send and receive text messages
- Interchangeable color covers, front and back
- Predictive text input
- Games
- 25 (plus up to 10 downloadable) ringtones
- Send and receive data via infrared technology
- Synchronize with your PC using Nokia PC Suite

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book - up to 200 entries
- Easy last-10-number redial

Convenient Features:

- Caller ID
- Message and voice mail waiting indicators
- Call waiting
- One-button speed dialing for up to 8 numbers
- Silent mode for meetings (plus silent vibration mode)
- Supports multiple languages; See User Guide for specific languages
- Answer calls by pressing any key (except End key, Right key, or Power key)



Price:
FREE

Nokia 3590

Operations:

- Operates on GSM/GPRS 850/1900MHz system
- Weighs only 3.92 ounces
- Dimensions are 4.68 x .9 x 1.97 in.
- Standard battery: up to 6.5 hours digital talk time; up to 12.5 days standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- High-resolution display

Advanced Feature Capabilities:

- Wireless modem
- Send and receive data via infrared compatible software
- High speed data transmission via GPRS
- Wireless Internet (WAP 1.2.1) via GPRS and CSD
- XHTML browser
- 25 Polyphonic (MIDI) ringtones
- Java™ support for application downloads
- Synchronize phonebook, calendar, and to-do list
- Internal antenna
- Mobile chat
- Predictive text input
- 10 text message templates and 10 picture messages
- Animated screen savers

Safety and Security Features:

- Personal security code
- Portal for optional hands-free device
- Voice activated dialing

Memory Features:

- Address book - up to 500 entries with 4 text fields per entry
- Calendar and to-do list
- Stopwatch, countdown timer, and alarm clock
- Multimedia Messaging Service (MMS)

Convenient Features:

- Caller ID
- Call waiting
- SilentVibe
- Record up to 3 minutes of memos and phone conversations



Wireless Communication Services for

State of Michigan



Price:
FREE

Nokia 6340i

Operations:

- GAIT handset operates on GSM 1900MHz, TDMA 800/1900MHz, and analog 800MHz
- Weighs only 4.4 ounces
- Standard battery: up to 3.5 - 6 hours GSM talktime; up to 10 - 25 hours GSM standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read high resolution illuminated display screen

Advanced Feature Capabilities:

- Wireless modem capability
- Send and receive data via infrared
- Wireless Internet (WAP 1.2.1)
- Synchronize phonebook, calendar and to-do list
- Internal antenna
- Alarm clock with snooze
- 10 text message templates and 10 picture messages
- Predictive text input

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book—up to 500 entries and 4 text fields per contact
- Calendar—up to 500 entries with monthly view
- To-do list—30 entries with priority levels

Convenient Features:

- Caller ID
- Call waiting
- Calculator with currency converter
- E-mail, text, and picture messages
- SilentVibe



Price:
\$49.99

Nokia 6590i

Operations:

- Operates on GSM/GPRS 850/1900 MHz system
- Weighs only 2.9 ounces
- Dimensions are 3.78 x 1.69 x .75 in
- Standard battery: up to 5 hours digital talk time; up to 16 days standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- High-resolution display with blue LEDs

Advanced Feature Capabilities:

- High-speed data transmission via GPRS 1
- Wireless modem
- Send and receive data via infrared
- Mobile internet - XHTML browser
- Synchronize phonebook, calendar, and to-do list
- Internal antenna
- Mobile chat
- Predictive text input
- 20 ringtones and 10 picture messages
- FM radio with 20 presets
- 10 text message templates

Safety and Security Features:

- Personal security code
- Portal for optional hands-free device

Memory Features:

- Address book—up to 500 entries
- Calendar and to-do list
- Voice activated dialing
- Stopwatch, countdown timer, and alarm clock
- Multimedia Messaging Service (MMS)

Convenient Features:

- Caller ID
- Call waiting
- SilentVibe
- Record up to 3 minutes of memos and phone conversations



Wireless Communication Services for

State of Michigan

Nokia 8265i



Price:
\$49.99

Operations:

- Operates on TDMA 800/1900MHz digital, and analog 800MHz systems
- Weighs only 3.8 ounces
- Standard battery: up to 3.5 hours TDMA talk time; up to 6.5 days TDMA standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read high resolution white illuminated display screen
- 3 line display; up to 16 characters per line

Advanced Feature Capabilities:

- Wireless Internet (WAP 1.2.1)
- Send and receive data via infrared
- Send business cards
- Send calendar notes
- Predictive text input
- Supports up to 10 downloadable ringtones
- 6 customizable user profiles
- 50 calendar entries
- Alarm clock with snooze
- Games
- Picture messaging

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book - up to 250 entries

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- One-button speed dialing for up to 7 numbers
- Silent mode for meetings
- Supports English, Spanish, and French
- Answer calls by pressing any key except the End key, Power key, Selection key, and Arrow key
- Interchangeable color covers, front and back

Nokia 8390



Coming
Soon!

Operations:

- Operates on GSM 1900MHz systems
- Weighs only 2.9 ounces
- Dimensions are 3.78 x .75 x 1.69 in.

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read high resolution illuminated display screen

Advanced Feature Capabilities:

- Wireless modem
- Send and receive data via infrared
- Compatible software
- High speed data transmission via GPRS
- Wireless Internet (WAP 1.2.1) via GPRS and CSD
- Synchronize phonebook, calendar, and to-do list
- Internal antenna
- Voice commands for 5 menu items
- E-mail, text and picture messages
- Predictive text input

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device
- Voice activated dialing

Memory Features:

- Address book - up to 500 entries with 4 text fields per entry
- Calendar and to-do list
- Stopwatch, countdown timer, and alarm clock

Convenient Features:

- Caller ID
- Call waiting
- SilentVibe
- Record up to 3 minutes of memos and phone conversations

05.16.03

Appendix B: Equipment Options

Page 7

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Wireless Communication Services for

State of Michigan



Coming
Soon!

Samsung N625

Operations:

- Operates on GSM 900/1900MHz systems (world capable)
- Weighs only 2.87 ounces
- RealTime™ battery gauge
- Standard battery: up to 140 minutes talk time; 90 hours standby time

Display Features:

- Large full graphic display
- 6 color LED
- Screensavers

Advanced Feature Capabilities:

- Internet capable (WAP)
- Data capable
- 20 standard polyphonic ringtones
- Ringtone composer
- Two-way text messaging
- Calendar, scheduler, and calculator
- Games
- Internal battery

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book - up to 500 entries
- Call log of last 15 incoming, outgoing, and missed calls
- Voice activated dialing

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- Predictive text input
- Vibrating call alert
- Speed dial
- Side volume keys



Price:
FREE

Siemens A56

Operations:

- Operates on GSM 850/1900 MHz systems
- Weighs only 3 ounces
- Standard battery: up to 300 mins digital talk time; up to 250 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read 5 line display
- Clock and date

Advanced Feature Capabilities:

- Enhanced Message Service
- Wireless Internet (WAP 1.2.1) via GPRS and CSD
- Text messaging
- Synchronize phonebook, calendar, and to-do list
- Internal antenna
- Games
- Screen Savers
- Changeable color covers

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book - up to 50 names and numbers

Convenient Features:

- Caller ID
- Call waiting
- Silent/Vibe mode for meetings
- One button dialing for up to 10 numbers



Wireless Communication Services for

State of Michigan



Siemens CT56

Price:
FREE

Operations:

- Operates on GSM 850/1900 MHz systems
- Weighs less than 3 ounces
- Standard battery: up to 300 mins digital talk time; up to 250 hours standby time

Display Features:

- Signal strength indicator
- Battery power indicator
- Easy-to-read 5 line display, up to 12 characters per line
- Clock and date

Advanced Feature Capabilities:

- Enhanced Message Service
- Wireless Internet (WAP 1.2.1) via GPRS and CSD
- Polyphonic ringtones
- Speakerphone
- Text messaging
- Java™ support for application downloads
- Synchronize phonebook, calendar, and to-do list
- Internal antenna
- Games
- Screen Savers
- Changeable color covers

Safety and Security Features:

- Personal security code
- Keypad lock
- Portal for optional hands-free device

Memory Features:

- Address book—up to 100 names and numbers
- Easy-last-10 number redial
- Voice activated dialing

Convenient Features:

- Caller ID
- Call waiting
- SilentVibe mode for meetings
- One button dialing for up to 10 numbers



Sony Ericsson T62u

Price:
FREE

Operations:

- Operates on GSM 850/1900MHz and TDMA 800/1900MHz systems
- Weighs only 4.3 ounces
- Standard battery: up to 3 hours talk time; up to 144 hours standby time

Display Features:

- Full Graphic Display

Safety and Security Features:

- Call restrictions
- Keypad lock
- Phone lock

Advanced Feature Capabilities:

- Voice activated dialing and answering
- Two-way text messaging
- SilentVibe™ alert
- Sync ML
- Mobile chat
- Joystick
- Custom styles setting
- Multi-language support
- Games
- Downloadable ringtones via EMS or WAP
- Picture Editor
- Voice control

Memory Features:

- Address Book - up to 500 entries
- Easy last-10 number redial
- Last 10 calls received or missed

Convenient Features:


- Automatic redial
- Multiple key answer
- One-button speed dialing



Wireless Communication Services for

State of Michigan

Sony Ericsson T306



Operations:

- Operates on GSM 850/1800/1900 MHz systems
- Weighs only 2.9 ounces
- Standard battery: up to 7 hours talk time; 225 hours standby time

Display Features:

- Full color display
- Signal strength indicator
- Battery power indicator
- Time and date
- Easy-to-read display

Safety and Security Features:

- Personal security code
- Port for optional hands-free device

Advanced Feature Capabilities:

- Wireless Internet (WAP 2.0) with GPRS
- High speed data (HSCSD, up to 28.8 Kbps)
- MMS (Multimedia Messaging Services)
- Enhanced message service—send ringtones, sounds, and icons with interactive messaging
- Mobile chat
- Polyphonic ringtones
- Predictive text input
- Internal antenna
- Picture messaging
- SIM Application Toolkit
- Internal infrared connectivity to PC and phone-to-phone
- Voice memo
- Downloadable games

Memory Features:

- Address book
- Calendar entries and tasks
- Picture-phone book

Convenient Features:

- Caller ID
- Call waiting
- Message and voice mail waiting indicators
- One-button call back for returning pages, responding to text messages, and checking voice mail
- One-button speed dial for up to 8 numbers
- Silent mode for meetings with SilentVibe

Price:
FREE

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Appendix B: Equipment Options

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Wireless Communication Services for

State of Michigan



RIM 5810 WIRELESS HANDHELD™

Wireless Network:

- Operates on 1900MHz GSM/GPRS network

Handheld Specifications:

- Size: 4.6 x 3.1 x 0.7 inches
- Weighs only 4.7oz
- Internal rechargeable Lithium Ion battery
- 4 hours talk time, 10 days standby and 3 to 4 days average for e-mail
- 8 MB flash memory
- User-selectable 13, 16, or 20 line display
- Supports voice services with optional features such as:
 - Call waiting
 - Call answer
 - Conference calling
 - Call forwarding

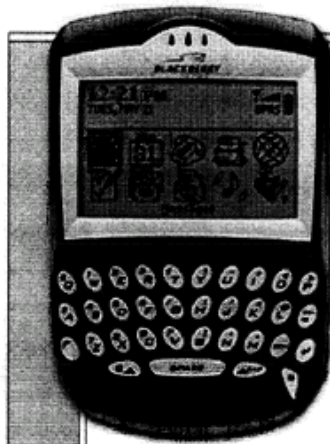
E-mail Specifications:

- Integrates with new handheld account
- Integrates with Microsoft Exchange Enterprise account
- Integrates with Lotus Domino Enterprise account
- Includes desktop software
- Works with BlackBerry™ Enterprise Server

Services Available:

- Wireless E-mail
- Wireless calendar
- Paging
- Wireless Internet

Price:
\$249.00



RIM 6210 WIRELESS HANDHELD™

Wireless Network:

- Operates on 900/1900MHz GSM/GPRS network

Handheld Specifications:

- Size: 4.45 x 2.91 x 0.83 inches
- Weighs only 4.8oz
- Internal rechargeable Lithium Ion battery
- Integrated speaker and microphone, handsfree headset
- 5 hours talk time, 12 days standby and 3 to 4 days average for e-mail
- 16 MB flash memory plus 2 MB SRAM
- User-selectable 8, 10, 12 or 15 line display
- Supports voice services with optional features such as:
 - Call waiting
 - Call answer
 - Conference calling
 - Call forwarding

E-mail Specifications:

- Integrates with new handheld account
- Integrates with Microsoft Exchange Enterprise account
- Integrates with Lotus Domino Enterprise account
- Includes desktop software
- Integrates your handheld with an existing Internet Service Provider (ISP) e-mail account
- Works with BlackBerry™ Enterprise Server

Services Available:

- Wireless e-mail
- Wireless calendar
- Paging
- Wireless Internet

Price:
\$299.00



Wireless Communication Services for

State of Michigan

RIM 950 WIRELESS HANDHELD™



Price:
\$249.00

Wireless Network:

- Operates on 900MHz Mobitex network

Handheld Specifications:

- Size: 2.5 x 3.5 x 0.93 inches
- Weighs only 4.7oz
- Uses one AA alkaline battery
- 4 MB flash memory plus 512 Kbytes SRAM
- User-selectable 6 or 8 line display

E-mail Specifications:

- Integrates with new handheld account
- Integrates with Microsoft Exchange Enterprise account
- Integrates with Lotus Domino Enterprise account
- Includes desktop software
- Works with BlackBerry™ Enterprise Server

Services Available:

- Wireless E-mail
- Wireless calendar
- Paging
- Wireless Internet

RIM 957 WIRELESS HANDHELD™



Price:
\$349.00

Wireless Network:

- Operates on 900MHz Mobitex network

Handheld Specifications:

- Size: 4.6 x 3.1 x 0.70 inches
- Weighs only 4.8oz
- Internal rechargeable Lithium Ion battery
- 8 MB flash memory plus 1 MB SRAM
- User-selectable 13, 16, or 20 line display

E-mail Specifications:

- Integrates with new handheld account
- Integrates with Microsoft Exchange Enterprise account
- Integrates with Lotus Domino Enterprise account
- Includes desktop software
- Works with BlackBerry™ Enterprise Server

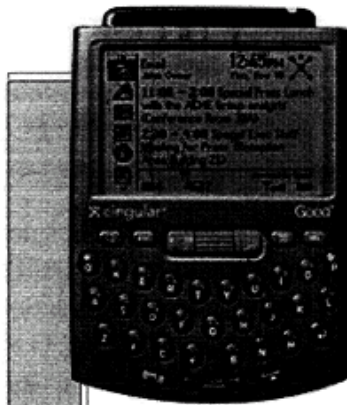
Services Available:

- Wireless E-mail
- Wireless calendar
- Paging
- Wireless Internet



Wireless Communication Services for

State of Michigan



GoodLink™ G100 WIRELESS HANDHELD

Wireless Network:

- Operates on 900MHz Mobitex network

Handheld Specifications:

- Size: 2.8 x 3.9 x .6 inches
- Weighs only 4.7oz
- Internal rechargeable Lithium Polymer
- 8MB flash, 16MB RAM
- 212 x 138 pixel screen that can display up to 12 lines of text

E-mail Specifications:

- Two-way synchronization of e-mail, calendar, contacts, notes, and tasks between the user's account and handheld
- Two-way wireless synchronization of Microsoft Exchange data
- GoodInfo System software includes GoodInfo Server software

Services Available:

- Wireless E-mail
- Wireless calendar
- Paging
- Wireless Internet

Price:
\$395.00



Treo 270

Handheld Specifications:

- Operates on GSM 900/1800/1900 MHz systems (world capable)
- Size: 4.3" x 2.7" x 0.7"
- Weighs only 5.4 Ounces
- Battery Rechargeable Lithium Ion
- Improved battery life—up to 3 hours talk time, 150 hours standby time

Available Features:

- Built-in, backlit keyboard
- Protective flip lid
- Personal speakerphone
- Rocker switch
- Ringer switch with vibrate option
- Headset jack
- Touch-screen with stylus
- Infrared (IR) communication
- Palm OS® compatible
- GPRS upgradeable upon availability

Available Features (cont.):

- Instant Lookup
- Date Book Plus
- SMS Messages
- Includes Blazer™ browser
- To Do List
- Memo Pad
- Advanced Calculator
- CityTime world clock
- Expense1
- Wireless setup & desktop synchronization software (for both Windows & Macintosh)
- Available Color Steel Gray
- Display Over 4,000 colors (12-bit color, backlit)

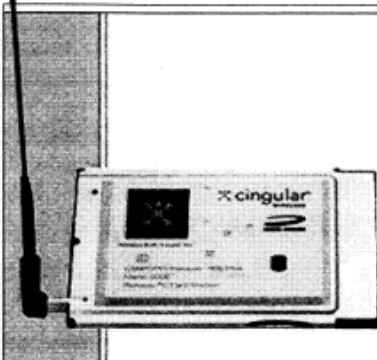
Price:
TBA



Wireless Communication Services for

State of Michigan

Merlin G300 DATA CONNECT PC CARD



Wireless Network:

- Operates on 1900 MHz GSM/GPRS network

Features:


- Works with Data Connect software enabling easy set-up and quick access to your e-mail, the Internet, or your corporate network
- Takes advantage of GPRS wireless technology
- Fits flush within standard Type II PC card slots for laptops
- Multi-directional, adjustable antenna to optimize reception
- "Sleep" mode to save battery power when not transmitting data

Benefits:

- Quick and easy configuration
- Customers can swap their SIM card between their mobile phone and PC card
- Digital dashboard to monitor usage and connection
- Wireless signal strength and device battery monitor
- Call logging to track connections
- Dial-up manager which supports multiple accounts
- Optional filtering for Internet graphics to optimize page download speeds
- Downloadable Data Connect software

Price:
\$269.99

Nokia D311 DATA CONNECT PC CARD



Wireless Network:

- Operates on GSM 850/1900 systems

Features:

- Works with Data Connect software enabling easy set-up and quick access to your e-mail, the Internet, or your corporate network
- Takes advantage of GPRS wireless technology
- Fits flush within standard Type II PC card slots for laptops
- Internal antenna
- "Sleep" mode to save battery power when not transmitting data

Benefits:

- Quick and easy configuration
- Customers can swap their SIM card between their mobile phone and PC card
- Digital dashboard to monitor usage and connection
- Wireless signal strength and device battery monitor
- Call logging to track connections
- Dial-up manager which supports multiple accounts
- Optional filtering for Internet graphics to optimize page download speeds
- Downloadable Data Connect software

Coming Soon!

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

April 25, 2003

**CHANGE NOTICE NO. 22
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 335-0462 Christine Mitchell, CPPB
		Contract Administrator: Tom Fogle Cellular Service & Equipment – Ameritech - Statewide
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2003		
TERMS Net 30		SHIPMENT As Required
F.O.B. Deliver/Install		SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Please note the buyer has been changed to:

**Christine Mitchell, CPPB
530 W. Allegan
P.O. Box 30026
Lansing, MI 48909
(517) 335-0462
MichelC@michigan.gov**

AUTHORITY/REASON:

DMB/ACQUISITION SERVICES



TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **December 17, 2002**
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 21
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Tom Fogle Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: August 1, 2003		
TERMS Net 30		SHIPMENT As Required
F.O.B. Deliver/Install		SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, this contract end date is hereby changed to 8/01/03.

AUTHORITY/REASON:

Per agency's request by Tom Fogle on 12/16/02.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

May 13, 2002

**CHANGE NOTICE NO. 20
TO
CONTRACT NO. _____
between
THE STATE OF MICHIGAN
and**

071B6000147

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334	TELEPHONE Robert Ziola (248) 737-6737
	VENDOR NUMBER (2) 51-0272178
	BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Don Eitnienar Cellular Service & Equipment – Ameritech - Statewide	
CONTRACT PERIOD From: October 23, 1995 To: January 31, 2003	
TERMS Net 30	SHIPMENT As Required
F.O.B. Deliver/Install	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.	

NATURE OF CHANGE (S):

This contract is hereby EXTENDED until January 31, 2003. The terms and conditions of the contract remain the same.

AUTHORITY/REASON:

Request from the State and concurrence from Wendy Klochko, Ameritech, per email dated, 5/9/02.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **December 26, 2001**
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 19
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Don Eitnrear Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: June 1, 2002		
TERMS Net 30		SHIPMENT As Required
F.O.B. Deliver/Install		SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

This contract is hereby EXTENDED until June 1, 2002. The terms and conditions of the contract remain the same.

AUTHORITY/REASON:

Request from the State and concurrence from the contractor.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **November 26, 2001**
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 18
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Don Eitnienar Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: December 31, 2001		
TERMS Net 30		SHIPMENT As Required
F.O.B. Deliver/Install		SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

This contract is hereby extended until December 31, 2001. The terms and conditions of the contract remain the same.

AUTHORITY/REASON:

Request from the State and concurrence from the contractor.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933**

October 29, 2001**CHANGE NOTICE NO. 17****TO****CONTRACT NO. 071B6000147****between****THE STATE OF MICHIGAN****and**

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Don Eitnienar		
Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD		

NATURE OF CHANGE (S):

This contract is hereby extended until November 30, 2001. The terms and conditions of the contract remain the same.

AUTHORITY/REASON:

Request from the State and concurrence from the contractor.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **February 23, 2001**
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 16
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334	TELEPHONE Robert Ziola (248) 737-6737
	VENDOR NUMBER (2) 51-0272178
	BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Don Eitnienar Cellular Service & Equipment – Ameritech - Statewide	
CONTRACT PERIOD From: October 23, 1995 To: November 1, 2001	
TERMS Net 30	SHIPMENT As Required
F.O.B. Deliver/Install	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.	

NATURE OF CHANGE (S):

Please note that the buyer of this contract is now Andy Ghosh.

AUTHORITY/REASON:

DMB/OOP

TOTAL ESTIMATED CONTRACT VALU: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 31, 2001**CHANGE NOTICE NO. 15****TO****CONTRACT NO. 071B6000147****between****THE STATE OF MICHIGAN****and**

NAME & ADDRESS OF VENDOR		TELEPHONE Robert Ziola
Ameritech		(248) 737-6737
Cellular Services		VENDOR NUMBER
32255 Northwestern Highway		(2) 51-0272178
Suite 100		BUYER (517) 335-0462
Farmington Hills, MI 48334		Christine Michel
Contract Administrator: Don Eitniear		
Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD	From: October 23, 1995	To: November 1, 2001
TERMS	Net 30	SHIPMENT As Required
F.O.B.	Deliver/Install	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS		
2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, the attached products and services modifications are hereby incorporated into this contract and the company name has been changed to Cingular Wireless. Address and federal ID number remain unchanged. Any questions regarding this modification may be directed to: Harold Jankowiak at (248) 227-4505, e-mail: ordercenter@cingular.com

AUTHORITY/REASON:

Vendor name change, agency concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

December 14, 2000

CHANGE NOTICE NO. 14
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 335-0462 Christine Michel
Contract Administrator: Don Eitnienar Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: November 1, 2001		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE (S):

Effective immediately, the attached items and prices are hereby incorporated into this contract with no modifications in terms and conditions.

AUTHORITY/REASON:

Vendor letter, agency concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

February 1, 2000

CHANGE NOTICE NO. 13
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 335-0462 Christine Michel
Contract Administrator: Don Eitnrear Cellular Service & Equipment – Ameritech - Statewide		
CONTRACT PERIOD From: October 23, 1995 To: November 1, 2001		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE:

Effective immediately, the attached rate plans are hereby incorporated into this contract and the end date extended to November 1, 2001, with no modifications in terms and conditions.

AUTHORITY/REASON:**Agency request, vendor letter****TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00**

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 23, 1999

CHANGE NOTICE NO. 12
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 241-1647 Irene Pena
NIGP #725-51 Contract Administrator: Irene Pena Cellular Service & Equipment – Ameritech		
CONTRACT PERIOD From: October 23, 1995 To: November 1, 1999		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE:

This Contract is hereby amended to incorporate the most current State of Michigan Cellular service and equipment rates. Also attached is special promotion information for State of Michigan employees.

AUTHORITY/REASON:**Vendor request and state concurrence.****TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00**

TERMS AND CONDITIONS**CONTRACT #071B6000147**

Form No. DMB 234A (Rev. 3/92)

AUTHORITY: Act 431 of 1984

COMPLETION: Required

PENALTY: Failure to deliver in accordance with contract terms
and conditions and this notice may be considered in default of
contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 12, 1999

CHANGE NOTICE NO. 11
TO
CONTRACT NO. 071B6000147
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ameritech Cellular Services 32255 Northwestern Highway Suite 100 Farmington Hills, MI 48334		TELEPHONE Robert Ziola (248) 737-6737
		VENDOR NUMBER (2) 51-0272178
		BUYER (517) 373-2049 Lisa Arnott
NIGP #725-51 Contract Administrator: Cellular Service & Equipment - Ameritech		
CONTRACT PERIOD From: October 23, 1995 To: November 1, 1999		
TERMS Net 30	SHIPMENT As Required	
F.O.B. Deliver/Install	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS 2-year agreements preferred, but emergency needs will be accommodated.		

NATURE OF CHANGE:

This Contract is hereby amended to incorporate the attached product literature.

AUTHORITY/REASON:

Contract amended to provide the most updated product literature.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$260,000.00

